

Nos. 18-1909, -1988

In the
United States Court of Appeals
for the Sixth Circuit

LOU'S TRANSPORT, INC., and T.K.M.S., INC.,
Petitioners Cross-Respondents

v.

NATIONAL LABOR RELATIONS BOARD,
Respondent Cross-Petitioner

On Appeal from the National Labor Relations Board

**APPENDIX OF PETITIONERS CROSS-RESPONDENTS
VOLUME I OF II**

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United States Court of Appeals
for the Sixth Circuit
Potter Stewart Courthouse
100 E. Fifth Street
Cincinnati, OH 45202

Re: Case Nos. 18-1909, -1988

Lou's Transport, Inc.; T.K.M.S., Inc. v. National Labor Relations Board

Pursuant to Sixth Cir. R. 30(f)(1)(G), I hereby certify that all documents included in the Appendix are copies of documents properly made a part of the certified record.

Respectfully submitted,

/s/ Amy D. Comito
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Attorneys for Petitioners


Dated: November 5, 2018

**UNITED STATES COURT OF APPEALS
FOR THE SIXTH CIRCUIT**

NATIONAL LABOR RELATIONS BOARD)	
)	
Petitioner/Cross-Respondent)	
)	
v.	)	Nos. 18-1909 and 18-1988
)	
LOU'S TRANSPORT INC., AND)	
T.K.M.S., INC.	)	Board Case No.
	)	07-CA-102517
Respondent/Cross-Petitioner)	

**AMENDED CERTIFICATE OF RECORD
FOR THE NATIONAL LABOR RELATIONS BOARD**

Pursuant to authority delegated in Section 102.115 of the National Labor Relations Board's Rules and Regulations, 29 C.F.R. § 102.115, I certify that I am transmitting all documents, transcripts of testimony, exhibits, and other material constituting the record before the Board in Lou's Transport Inc., and T.K.M.S., Inc., Case No. 07-CA-102517.


Roxanne L. Rothschild
Executive Secretary
National Labor Relations Board
1015 Half Street, SE
Washington, DC 20570
(202) 273-2917

October 24, 2018

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**UNITED STATES COURT OF APPEALS
FOR THE SIXTH CIRCUIT**

NATIONAL LABOR RELATIONS BOARD)	
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Petitioner/Cross-Respondent)	
)	
v.)	Nos. 18-1909 and 18-1988
)	
LOU'S TRANSPORT INC., AND)	
T.K.M.S., INC.	)	Board Case No.
	)	07-CA-102517
Respondent/Cross-Petitioner)	

CERTIFICATE OF SERVICE

I hereby certify that on October 24, 2018, I filed the foregoing document with the Clerk of the Court for the United States Court of Appeals for the Sixth Circuit. I certify that the foregoing document was served on all parties or their counsel of record through the appellate CM/ECF.

/s/ Linda Dreeben
Linda Dreeben
Deputy Associate General Counsel
NATIONAL LABOR RELATIONS BOARD
1015 Half Street, SE
Washington, DC 20570

Dated at Washington, DC
this 24th day of October, 2018

NOTICE: This opinion is subject to formal revision before publication in the bound volumes of NLRB decisions. Readers are requested to notify the Executive Secretary, National Labor Relations Board, Washington, D.C. 20570, of any typographical or other formal errors so that corrections can be included in the bound volumes.

Lou's Transport, Inc. and T.K.M.S., Inc.¹ and Michael Hershey. Case 07-CA-102517

July 24, 2018

SUPPLEMENTAL DECISION AND ORDER

BY CHAIRMAN RING AND MEMBERS MCFERRAN
AND EMANUEL

On January 25, 2018, Administrative Law Judge Kimberly R. Sorg-Graves issued the attached supplemental decision. The Respondent filed exceptions and a brief in support, and the General Counsel filed an answering brief.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Board has considered the supplemental decision and the record in light of the exceptions and briefs and has decided to affirm the judge's rulings, findings,² and conclusions and to adopt the recommended Order as modified and set forth in full below.

ORDER

The National Labor Relations Board adopts the recommended Order of the administrative law judge and orders that the Respondent, Lou's Transport, Inc. and T.K.M.S., Inc., Pontiac, Michigan, its officers, agents, successors, and assigns, shall pay Michael Hershey the following amounts, which total \$49,817, plus interest accrued on the net backpay, bonuses, and interim expenses to the date of payment at the rate prescribed in *New Horizons*, 283 NLRB 1173 (1987), compounded daily as prescribed in *Kentucky River Medical Center*, 356 NLRB 6 (2010), minus tax withholdings required on the backpay and bonuses by Federal and State laws.

¹ We amend the caption to correct the name of Respondent T.K.M.S., Inc.

² The Respondent has implicitly excepted to some of the judge's credibility findings. The Board's established policy is not to overrule an administrative law judge's credibility resolutions unless the clear preponderance of all the relevant evidence convinces us that they are incorrect. *Standard Dry Wall Products*, 91 NLRB 544 (1950), *enfd.* 188 F.2d 362 (3d Cir. 1951). We have carefully examined the record and find no basis for reversing the findings.

In affirming the judge's finding that unemployment compensation payments are not interim earnings under Board law, we do not rely on her citation to *Paint America Services*, 353 NLRB 973 (2009), a two-member Board decision. See *New Process Steel, L.P. v. NLRB*, 560 U.S. 674 (2010). Instead, we rely on *NLRB v. Gullett Gin Co.*, 340 U.S. 361 (1951).

Net Backpay:	\$11,683
Bonuses:	\$ 5267
Interim Expenses:	\$21,354
<u>401(k) Non-taxable Distribution:</u>	<u>\$11,513</u>
TOTAL:	\$49,817

It is further ordered that the Respondent reimburse Michael Hershey for any additional estimated lost 401(k) gains to the date of payment, calculated using the same method to calculate lost 401(k) gains set forth in the compliance specification.

It is further ordered that the Respondent reimburse Michael Hershey for any adverse tax consequences of receiving a lump-sum backpay award, allocating the backpay award to the appropriate calendar years as prescribed in *AdvoServ of New Jersey, Inc.*, 363 NLRB No. 143 (2016).³

Dated, Washington, D.C. July 24, 2018

John F. Ring, Chairman

Lauren McFerran, Member

William J. Emanuel, Member

(SEAL) NATIONAL LABOR RELATIONS BOARD

Dynn Nick, Esq., for the General Counsel.

Steven A. Wright and Amy D. Comito, Esqs. (Steven A. Wright, P.C.), for the Respondent.

Michael Hersey, for the Charging Party.

SUPPLEMENTAL DECISION

STATEMENT OF THE CASE

KIMBERLY R. SORG-GRAVES, Administrative Law Judge. These supplemental proceedings were tried before me in Detroit, Michigan on September 18, 2017, pursuant to a compliance specification and notice of hearing that issued by the National Labor Relations Board, Region 07 on November 6, 2015, and was later amended on June 27, 2016, December 8, 2016, August 3, 2017, and August 14, 2017. At the commencement

³ Schedule J of the compliance specification calculates that there would have been no adverse tax consequences as a result of Hershey receiving the lump-sum backpay amount calculated in the compliance specification in 2017, but that calculation may change based upon the year in which the payment is rendered.

of the hearing, I granted General Counsel's oral motion to amend the fourth amended compliance specification issued on August 14, 2017, to correct some mathematical errors and to admit it into the record as GC Exh. 1(qq). (Tr. 11-13; GC Exhs. 1(ii) and 1(qq).)¹ I also granted Lou's Transport, Inc. and T.K.S., Inc.'s (Respondent) oral motion to amend its answer to the fourth amended compliance specification by removing the document at page 4 of its answer, which is a 1-page excerpt from the transcript of the underlying unfair labor practice hearing, and all references to that document. (Tr. 8-9; GC Exh. 1(oo).) Respondent's amended answer serves as its answer (Respondent's Answer) to the amended fourth amended compliance specification (Compliance Specification). (GC Exh. 1(oo) and (qq).)

General Counsel contends that the Compliance Specification alleges the amount of backpay and compensation for other benefits due to Michael Hershey (Hershey or Charging Party) under the terms of the Board's decision and order in *Lou's Transport, Inc.*, 361 NLRB 1446, 1448 (2014). In its decision, the Board found that Respondent had discharged Hershey in violation of Section 8(a)(1) of the Act because of his protected concerted activity protesting the safety conditions of the roads and the poor maintenance of the trucks that drivers were required to drive in a mine where they were performing work. The Board's order in *Lou's Transport, Inc.* was enforced by the U.S. Court of Appeals for the Sixth Circuit in *Lou's Transport, Inc., v. NLRB*, 644 Fed.Appx. 690 (6th Cir.2016), 205 LRRM (BNA) 3651 (April 6, 2016).

The Board's enforced order, in pertinent part, requires Respondent to take the following affirmative actions:

- (a) Within 14 days from the date of this Order, offer Michael Hershey full reinstatement to his former job or, if that job no longer exists, to a substantially equivalent position, without prejudice to his seniority or any other rights or privileges previously enjoyed.
- (b) Make Michael Hershey whole for any loss of earnings and other benefits suffered as a result of the discrimination against him, in the manner set forth in the remedy section of the judge's decision as modified.
- (c) Compensate Michael Hershey for the adverse tax consequences, if any, of receiving a lump-sum backpay award, and file a report with the Social Security Administration allocating the backpay award to the appropriate calendar quarters. . . .
- (f) Preserve and, within 14 days of a request, or such additional time as the Regional Director may allow for good cause shown, provide at a reasonable place designated by the Board or its agents, all payroll records, social security payment records, timecards, personnel records and reports, and all other records, including an electronic copy of such records if stored in electronic form, necessary to analyze the amount of backpay due under the terms of this Order.

¹ Abbreviations used in this decision are as follows: "Tr." for the Transcript, "GC Exh." for the General Counsel's exhibits, "R. Exh." for Respondent's Exhibits, and "U. Exh." for the Union's Exhibits. Specific citations to the transcript and exhibits are included where appropriate to aid review, and are not necessarily exclusive or exhaustive.

In making my findings and conclusions, I have considered the entire record, and have had an opportunity to observe the demeanor of the witnesses at the hearing. I have also considered the briefs filed by the General Counsel and the Respondent.

POSITIONS OF THE PARTIES

General Counsel asserts in the Compliance Specification that the appropriate backpay period for Hershey was from March 27, 2013, to August 22, 2016, and that Respondent owes Hershey \$11,683 in net backpay (gross backpay minus 5% for 401(k) contributions and minus interim earnings), \$5267 in bonuses, \$11,513 in 401(k) non-taxable distributions, \$21,354 in interim expenses, \$495 in consequential economic harm, all totaling \$50,312, plus reimbursement for any excess tax liability on Hershey's part due to the lump sum backpay payment, plus interest through the date of payment. (GC Exh. 1(qq).)

As is set forth in Respondent's Answer to the Compliance Specification, Respondent asserts that General Counsel made multiple errors in the methods used to compile the Compliance Specification. (GC Exhs. 1(oo) and (qq).) Respondent asserts that Hershey's higher hourly wage during his interim employment supports its claim that he is not owed backpay. Respondent contends that the Compliance Specification contains errors in failing to properly offset Hershey's interim earnings against the backpay liability. Respondent contends that General Counsel erred in its computation of backpay by using the wrong backpay period, the wrong comparable employees, and the wrong wage rate in some of its calculations. Respondent further contends that General Counsel erred by disparately calculating overtime pay, and by failing to deduct union dues, uniform expenses and unemployment insurance payments from the backpay amount. Also, Respondent asserts that General Counsel erred by using the wrong work location to calculate mileage in computing interim expenses and by not offsetting the interim expenses against interim earnings. Finally, Respondent opposes the inclusion of employer matched 401(k) contributions and projected interest on the 401(k) benefit reimbursement calculated in the Compliance Specification.²

OVERVIEW OF LEGAL STANDARDS

The Board has noted that a loss of employment as the result of an unfair labor practice is presumptive proof that some backpay is owed. *St. George Warehouse (St. George Warehouse I)*, 351 NLRB 961, 963 (2007). In a compliance proceeding the General Counsel has the burden of proving the amount of gross backpay due each discriminatee. *Id.*; *Florida Tile Co.*, 310 NLRB 609 (1993). See also, *NLRB v. S.E. Nichols of Ohio*, 704 F.2d 921, 924 (6th Cir.1983), cert. denied 464 U.S. 914 (1983); NLRB Casehandling Manual (Part Three) Compliance, Section 10532.3 (CHM Section). In *Performance Friction Corp.*, 335 NLRB 1117, 1117 (2001), the Board noted:

² Respondent did not oppose the Compliance Specification's determination that no excess tax penalty will result from the lump payment of the total backpay liability assessed in the Compliance Specification or the appropriateness of interest being due on the backpay liability to the date of its payment. Therefore, those determinations in the Compliance Specification are not directly addressed herein.

LOU'S TRANSPORT, INC. AND T.K.M.S., INC.

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Both the Board and the Court have applied a broad standard of reasonableness in approving numerous methods of calculating gross backpay. Any formula which approximates what the discriminatees would have earned had they not been discriminated against is acceptable if not unreasonable or arbitrary in the circumstances. *La Favorita, Inc.*, 313 NLRB 902, 903 (1994), enf'd. mem. 48 F.3d 1232 (10th Cir. 1995). The Board is required only to adopt a formula which will give a close approximation of the amount due; it need not find the exact amount due. *NLRB v. Overseas Motors*, 818 F.2d 517, 521 (6th Cir. 1987), citing *NLRB v. Brown & Root, Inc.*, 311 F.2d 447, 452 (8th Cir. 1963). Nonetheless, the objective is to reconstruct as accurately as possible what employment and earnings the discriminatee would have had during the backpay period had there been no unlawful action. *American Mfg. Co. of Texas*, 167 NLRB 520 (1967); CHM Section 10532.1.

The comparable or representative employee approach is an accepted methodology on which to base backpay calculations. *Performance Friction Corp.*, supra at 1117. After the General Counsel has established the amount of gross backpay due to the discriminatee, the Respondent then has the burden of establishing affirmative defenses to mitigate its liability. *St. George Warehouse I*, supra, at 963; *Grosvenor Resort*, 350 NLRB 1197, 1198 (2007).

"Another well-established principle is that, where there are uncertainties or ambiguities, doubts should be resolved in favor of the wronged party rather than the wrongdoer." *Kansas Refined Helium Co.*, 252 NLRB 1156, 1157 (1980) (enf'd. sub nom. *Angle v. NLRB*, 683 F.2d 1296 (10th Cir. 1982)). See also, *F. M. Broadcasting Corporation d/b/a WHLI Radio*, 233 NLRB 326, 329 (1977). In *United Aircraft Corp.*, 204 NLRB 1068 (1973), the Board stated that "the backpay claimant should receive the benefit of any doubt rather than the [r]espondent, the wrongdoer is responsible for the existence of any uncertainty and against whom any uncertainty must be resolved."

Issues

A. Was net backpay calculated correctly in the Compliance Specification?

1. Was the correct backpay period used?

The Compliance Specification assumes the backpay period to be from the date of Hershey's discharge, March 27, 2013, to August 22, 2016, at which time Hershey failed to timely respond to Respondent's unequivocal and unconditional offer of reinstatement. (Tr. 19; GC Exh. 1(qq) at para. 4.) Respondent agrees that the backpay period started on March 27, 2013, but contends that it ended on November 24, 2014, when Hershey testified in the underlying unfair labor practice hearing that he did not want to be reinstated by Respondent. (Tr. 137.)

I reject Respondent's contention that Hershey's testimony during the unfair labor practice hearing that he did not want to be reinstated by Respondent tolled the backpay liability period. Respondent contends that these statements by Hershey excused it from following Board precedent and the Board order in this matter to "offer Michael Hershey full reinstatement to his former job or, if that job no longer exists, to a substantially

equivalent position, without prejudice to his seniority or any other rights or privileges previously enjoyed" in order to toll backpay liability. Respondent's questions about reinstatement posed to Hershey during the unfair labor practice hearing did not meet the specific standards required in making an unconditional offer of reinstatement and allowing a reasonable time to accept that offer, and therefore, Hershey's rejection of reinstatement under those circumstances does not toll backpay liability. *Spitzer Akron, Inc.*, 195 NLRB 114, 114 (1972); *Flatiron Materials Co.*, 250 NLRB 554, 554 (1980); *Cooperativa de Credito y Ahorro Vegabajena*, 261 NLRB 1098 (1982). See also *Lipman Bros. Inc.*, 164 NLRB 850, 853 (1967); *Rikal West, Inc.*, 274 NLRB 1136 (1985).

Therefore, I find that the backpay period of March 27, 2013, to August 22, 2016, is appropriate.

2. Were the appropriate comparable employees used to calculate backpay?

The Region solicited payroll and other information from Respondent in an attempt to identify the appropriate comparable employee(s) on whose wages the Compliance Specification bases Hershey's backpay amount. Respondent provided the Region with payroll records for 11 drivers. Respondent employs two different types of truck drivers, who perform different types of work, which affected the amount of work available for each type of drivers. The labor agreement between Respondent and the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Local Union #614 (IBT labor agreement) sets different pay rates for these two types of drivers. Hershey drove a quad axle truck for Respondent. Therefore, I find, and Respondent and General Counsel agree, that the proper method of calculating backpay is by using another quad axle truck driver as a comparable employee.

General Counsel contends that Ronnie Smith, hired April 12, 2011, and Gary Forsyth, hired May 17, 2011, are the appropriate comparable employees for Hershey, who was hired more than a year later on July 26, 2012. Respondent contends that the appropriate comparable employee is Kevin Moore, Sr. with a hire date of May 31, 2012, less than 2 months before Hershey's. The compliance officer testified that he considered using Moore as the comparable employee, but notice that Moore and quad axle truck driver, Jeffrey Clem, hired June 5, 2003, had large unexplained gaps in their employment with Respondent. (Tr. 117-118; GC Exh. 11.) Based upon Clem's seniority status, which under the agreement would make him less likely to be laid off during those periods of time while other less senior quad axle drivers continued to work, I do not find that layoff by seniority for lack of work explains his gaps in employment. The compliance officer testified that Clem's gaps in employment called into question why these two employees with significantly different seniority status had gaps of in their employment histories. (Tr. 21-22.) General Counsel attempted to determine the reason for these gaps in employment by letters dated April 18, May 1, and June 2, 2017, requesting that Respondent provide the Region with layoff documents, recall documents, and any other documents that would explain the gaps in employment for Moore and any other employee.

(GC Exhs. 3, 4, and 5.) Respondent did not respond to any of these inquiries. (Tr. 22.)

Furthermore, Respondent presented no evidence at hearing and made no contentions in its Answer or brief in this matter to explain the gaps in Moore's employment. (GC Exh. 1(o).) Instead, Respondent argues that General Counsel dismissed Moore as the appropriate comparable employee because Hershey would not receive backpay if Moore was used as the comparable employee without making any assertion as to why Moore had gaps in employment. (R. Br. at pgs. 8–10.) Respondent's general manager of operations and sales, David Laming, admitted that Respondent maintains time records for each employee. (Tr. 150–151; R. Exh. 10.) If there was an overall decrease in labor hours for quad axle drivers, Respondent would have been in a position to provide that evidence. Instead, Respondent presented no evidence and gave no explanation to support a finding that Moore's gaps in employment were based upon any reason that would have affected the availability of work for Hershey. Furthermore, the record reflects that Respondent hired and trained new quad axle drivers during the backpay period. (Tr. 146–147.) Therefore, Respondent failed to establish that Hershey's work schedule would reflect gaps comparable to Moore's had Hershey not been discharged.

As there is a failure on Respondent's part to submit evidence within its control that results in uncertainties and ambiguities, I resolve the doubts in favor of the wronged party rather than the wrongdoer. See *Kansas Refined Helium*, supra at 1157. Accordingly, I find that the Compliance Specification's average of the hours worked by Gary Forsyth and Ronnie Smith, the two next senior quad axle truck drivers, constitutes a reasonable "comparable employee" on which to base the hours of work used to calculate the backpay.³

3. Was the proper wage rate used to calculate backpay?

The IBT labor agreement sets the wage rate for quad axle drivers based upon years of service. For the most part, the Compliance Specification uses the IBT labor agreement wage rate which varies based upon years of service to determine how much Hershey would have earned if he had not been discharged. Respondent agrees that this is the appropriate rate for Hershey but disagrees with the few instances in the Compliance Specification where a higher wage rate is used. The payroll records for comparable employee Smith reflect that at some times he received \$2 or more per hour than the IBT labor agreement wage rate for his years of service. (R. Exh. 1; GC Exh. at pg. 25.) Assuming that these variances in wages were a result of prevailing wage work with rates that exceeded the contractual wage rate, the Compliance Specification applied the increases to the wage rate used for calculating the backpay amount for the same periods based upon the assumption that the same increases would have also been available to Hershey.

Laming testified that he could not recall prevailing wage rate work during the applicable time period and claimed that the variances in Smith's wage rate were due to a flat \$2 per hour

premium for training new drivers. The training premium was available to Smith and other experienced drivers, who were willing to perform the training when available. (Tr. 146–147.) This testimony is not fully consistent with Smith's payroll records which periodically reflect wage rates more than \$2 above the contractual amount. (R. Exh. 1.) Respondent never explained why the wage rate would have varied more than the \$2 premium for training new drivers. More importantly, Respondent provided no evidence that Hershey, who had 35 years of driving experience, would not have been eligible for the \$2 training premium or other increases in wages above the contractual wage rate that Smith enjoyed. (Tr. 133.)

I again resolve ambiguities in the record in the favor of the claimant and against the Respondent. See *Kansas Refined Helium*, supra at 1157. Thus, I find that the wage rates used in the Compliance Specification to calculate backpay are reasonable approximations of the wage rates that Hershey would have enjoyed if he had not been unlawfully discharged.

4. Was the overtime portion of the backpay calculated appropriately?

Respondent contends that the manner in which overtime pay was calculated in the Compliance Specification was unreasonable and arbitrary.⁴ Respondent contends that it results in a backpay award for Hershey that arbitrarily puts him in a better financial position than if he remained employed by Respondent. Respondent contends that this is especially true in this case because Hershey received higher hourly wages at his interim employment than the contractual wage provided by Respondent. General Counsel contends that the method used to compute overtime pay liability is consistent with Board precedent and the Board's Compliance Manual policy not to deduct earnings from excess overtime worked by a claimant at interim employment even if this calculation seems to make the claimant more than "whole".

Respondent provided the Region with biweekly payroll information for the comparable employees. This information gave total regular hours and overtime hours for each 2-week payroll period. Respondent did not provide time cards or other information from which the Region could have derived the accurate regular and overtime hours to attribute to each week, nor did Respondent enter any such records into evidence.

To compare the available payroll information to Hershey's interim earnings, the biweekly totals for each of the comparable employees were divided by two and equal amounts of regular hours and overtime hours were allocated to each week of the payroll period. Then the two comparable employees' regular hours and overtime hours were averaged for each week. During the periods that Hershey's interim employment was compensated bi-weekly, his regular hours and overtime hours were divided by two and equally allocated to each week in the same

³ I also find that the Compliance Specification meets the required reasonable standard in its reliance upon only Smith's payroll history for periods during which Forsyth was performing dispatch and not quad axle driving work. (Tr. 24; GC Exh. 1(qq), fn.1.)

⁴ Respondent did not dispute the formula used to calculate backpay bonuses other than its contention that the wrong comparable employees were utilized. Because I found the use of the average of the two employees' payroll information was a reasonable basis for calculating the backpay liability under the circumstances of this case, I find that basing the backpay bonus amounts due on the average of the comparable employees' bonuses also is reasonable.

manner. Much of his interim employment was compensated weekly; therefore, the totals for those individual weeks were utilized in the Compliance Specification. I find the method used to allot regular and overtime hours to individual weeks in the Compliance Specification is reasonable based upon the information provided by Respondent for this purpose.

The average regular and overtime hours for the comparable employees for each week in the backpay period were used in the Compliance Specification to compare overtime work to Hershey's interim overtime hours on a weekly basis. If Hershey worked more overtime hours at his interim employment for any week, the pay for the overtime hours that exceeded the average comparable overtime hours was not subtracted from the backpay liability. If Hershey worked less overtime hours than the average of the comparable employees, the pay for the overtime hours that exceeded the overtime hours worked by Hershey that week was included in the backpay liability. Schedule D of the Compliance Specification calculates the gross backpay liability to be \$19,144 using this method.⁵ (GC Exh. 1(qq), pg. 41.)

Respondent objects to this week-by-week comparison and contends that the overtime portion of the backpay liability should be calculated on a quarterly basis, similarly to how the backpay liability for regular hours was computed in the Compliance Specification. Respondent contends that the total of the average overtime hours for the comparable employees over each quarter should be deducted from the total overtime compensation that Hershey earned at interim employers for each quarter as was done with the regular hours, which results in lower backpay liability. Yet, the backpay liability numbers provided by Respondent do not rely upon quarterly calculations but rather it offsets quarters of lower interim earnings than backpay liability with quarters of higher interim earnings than backpay liability. (Tr. 115; GC Exh. 1(oo), pg. 8 of Spreadsheet 1, Net Backpay calculation column.) Indeed, Respondent's own calculations show five quarters during which Hershey's total interim earnings were less than the backpay liability for those quarters, totaling a backpay liability of \$16,507.12. Id. Thus, Respondent's calculations ignore long standing Board precedent that holds that interim earnings that exceed gross backpay in any quarter are not applied against gross backpay in any other quarter. See, *F. W. Woolworth Co.*, 90 NLRB 289, 293 (1950); see also, NLRB Casehandling Manual (Part Three) Compliance, Sec. 10564.3. Thus, the difference between the Compliance Specification's and the Respondent's calculation of the gross backpay by quarters is \$2,637.

This difference in quarterly gross backpay sums is a result of the Compliance Specification's weekly comparison of overtime hours. In asserting that this is the correct method to calculate backpay liability, General Counsel relies upon the Board's Compliance Manual Section 10554.3, entitled "Interim Earnings Based on Hours in Excess of Those Available at Gross Employer Not Deductible," which states:

⁵ In Schedule E, the gross backpay for each week is reduced by 5% for the contribution to the 401(k) plan in which Hershey had participated prior to his discharge, resulting in a net backpay liability of \$11,683. (GC Exh. 1(qq), pg. 53.)

In cases where a discriminatee worked substantially more hours for an interim employer than he or she would have worked for the gross employer, only interim earnings based on the same number of hours as would have been available at the gross employer should be offset against gross backpay. Citing, *United Aircraft Corp.*, 204 NLRB 1068, 1073-1074 (1973); See also *EDP Medical Computer Systems*, 293 NLRB 857, 858 (1989) (Interim earnings from hours worked in excess of hours available at the respondent employer should not be deducted to reduce backpay liability).

In *EDP Medical Computer Systems*, 293 NLRB 857, 858 (1989), the Board held that a "backpay claimant who 'chooses to do the extra work and earn the added income made available on the interim job' may not be penalized by having those extra earnings deducted from the gross backpay owed by the Respondent." Citing, *United Aircraft Corp.*, 204 NLRB 1068, 1073 (1973). In *United Aircraft*, the Board enforced the administrative law judge's finding that

supplemental earnings from a "moonlighting" job constitute an exception to the rule that interim earnings are deductible from gross backpay, supplemental earnings from "excess overtime" on an interim job should likewise constitute an exception. Earnings from such extra effort, whether exerted on "excess overtime" or a "moonlighting" job, should operate to the advantage of the backpay claimant, not of the employer required to make him whole for a discriminatory discharge. Moreover, if [a discriminatee's] backpay plus 'excess overtime' seems to make him more than "whole," it is as a result of his extra effort above and beyond his performance of a full-time job, not because the [r]espondent is required to do more than make him whole for the loss of earnings suffered as a result of his unlawful termination.

In *Regional Import & Export Trucking Co.*, 318 NLRB 816, 818 (1995), the Board reaffirmed this approach and held "any pay for hours worked for any employer during the backpay period in excess of those hours which [the backpay claimant] would have worked at the Respondent Employer should be considered supplemental income and should not be deducted as interim earnings." (Emphasis added.) See also, *Center Service System Division*, 355 NLRB 1218, 1221 (2010). The Board in *United Aircraft* held that such overtime work should "operate to the advantage of the backpay claimant, not of the employer required to make him whole for a discriminatory discharge." This is what was done in the Compliance Specification.

Thus, I find that the Compliance Specification's comparison of weekly overtime hours to determine if there was overtime pay for hours worked for an interim employer in excess of those hours which Hershey would have worked for Respondent and vice versa is an appropriate method of calculating overtime hours. I also find that the Compliance Specification is correct in not deducting the pay for the overtime hours performed by Hershey at interim employers in excess of what was available if he was employed by Respondent. Furthermore, I find that the Compliance Specification correctly included backpay liability for any overtime hours that were available at Respondent in excess of the overtime hours worked by Hershey at interim employers on a weekly basis.

5. Was it appropriate not to deduct union dues, uniform fees, and unemployment benefit payments to Hershey from the backpay liability figure?

Respondent contends that the failure to deduct union dues, uniform fees and unemployment benefit payments from the backpay figure in the Compliance Specification was unreasonable. I find that none of these amounts should have been deducted from the backpay figure. First, employees earn a particular amount of pay and may or may not under the circumstances owe union dues to a union.⁶ Thus, in determining how much Respondent owes Hershey in backpay, any possible obligation that Hershey may have to pay dues to a union is not factored into that calculation. Respondent did not assert that under these circumstances it was under some duty to remit dues pursuant to the IBT labor agreement on Hershey's behalf and would do so. Instead, Respondent contended that Hershey should not get the benefit of this amount in a backpay calculation because if he was still employed, Respondent would deduct dues from his pay. What Respondent fails to consider is that its unlawful discharge of Hershey prevented him from enjoying any benefits of being a union member while working for Respondent. Accordingly, I find no merit to the argument that union dues should be deducted from the backpay calculation.

Second, Respondent argued for the first time at the hearing that uniform fees should have been deducted from the backpay figure, because Respondent deducts from its drivers' pay a monthly uniform expense fee. General Counsel asserts that Respondent, by failing to raise this defense in its Answer to the Compliance Specification or by requesting to amend its Answer at hearing to include this defense, waived this argument. (GC Exh. 1(oo).) As support, the General Counsel cites to Board's Rules and Regulations Section 102.56(b) and (c); *Airports Service Lines*, 231 NLRB 1272, 1273 (1977); *Baumgardner Co.*, 298 NLRB 26 (1990). I agree with General Counsel that Respondent failed to meet its burden to raise this defense in its Answer or request to amend its Answer as required under Board regulations and precedent. I also find that Respondent's unlawful discharge of Hershey prevented him from getting the benefit of wearing the uniform required by Respondent; therefore, it is unreasonable to deduct that amount from the backpay amounted due to him. Thus, I find that the uniform fees were correctly not deducted from the backpay amount in the Compliance Specification.

Finally, Respondent contends that the amount of money that Hershey received in unemployment insurance benefits should have been deducted from his backpay amount. Board precedent clearly establishes that "[u]nemployment compensation payments are not interim earnings under Board law." *Paint*

⁶ Respondent claims that Hershey would have been required to pay union dues under the IBT labor agreement's Article 1, Union Shop and Dues provision. General Counsel contends that because Michigan, where Hershey worked, passed the Michigan Freedom to Work Act that would have relinquished any requirement to pay dues in order to continue to be employed by Respondent. I find it is unnecessary to determine the effect of this law on the IBT labor agreement, because regardless of the effects of this state statute, I find it inappropriate to deduct the dues from the backpay liability for the reasons discussed herein.

America Services, 353 NLRB 973, fn. 5 (2009). See also, NLRB Casehandling Manual (Part Three) Compliance, Sec. 10554.1 ("Unemployment insurance payments are collateral benefits; as such, they are not interim earnings and are not offset against gross backpay.") Citing, *NLRB v. Gullett Gin Co.*, 340 U.S. 361 (1951); *Paint America Services*, 353 NLRB 973 (2009). Accordingly, I find that any money Hershey may have received in unemployment benefits during the backpay period was correctly not deducted from the gross backpay figure in the Compliance Specification.

B. Were the interim expenses correctly not offset by interim earnings and reasonably calculated?

The interim expenses in the Compliance Specification consist of expenses Hershey incurred in commuting to and from work at interim employers in excess of what General Counsel contends Hershey would have traveled to work for Respondent. (GC Exh. 1(qq).) Respondent does not contend that the Compliance Specification is incorrect in the formula or mileage amounts for the various locations used to calculate the interim expenses. Instead, Respondent contends that interim expenses are not warranted in the instant case pursuant to the Board's decision in *King Soopers, Inc.*, 364 NLRB No. 93 (2016), and that the interim expenses in the Compliance Specification were derived from mileage information from the wrong facility of Respondent. (Tr. 146; GC Exh. 1(oo).)

Respondent asserts that the Board's holding in *King Soopers* does not apply to the instant case because Hershey was not similarly situated to the two example situations used by the Board in *King Soopers* to illustrate its point that interim expenses should not be offset by interim earnings. *Id.* slip op. at 5. The Board used two examples to highlight the injustice of offsetting interim expenses against interim earnings especially in certain circumstances. First, the Board noted that discriminatees who were unable to find interim employment did not receive any compensation for their search-for-work expenses. Second, the Board noted that discriminatees who found jobs that paid lower than their expenses did not receive full compensation for their search-for-work and interim employment expenses. Respondent misreads the Board's holding in *King Soopers* to apply only when the discriminatee is similarly situated to the hypothetical discriminatees in these two examples. To the contrary, the Board used these two worst case scenarios to highlight the need for the change in its precedent, but it did not find that its holding was limited to these circumstances. Instead, the Board stated that respondents are liable for interim expenses in the same manner that they are liable for other expenses, (i.e. medical expenses and retirement fund contributions) incurred as a direct result of being unlawfully discharged without those expenses being offset by interim earnings. *Id.* slip op. at 6. Therefore, just as a discriminatee would be compensated for medical expenses incurred as a result of an unlawful discharge, despite the fact that the discriminatee made a higher wage from an interim employer, travel expenses to an interim employer should not be offset against interim earnings. See *JG Restaurant Ventures, LLC, d/b/a Big Louie's Pizza*, 365 NLRB No. 144, slip op. at 3 (2017) (Board orders that search for work and interim employment expenses shall be calculated separately

from taxable net backpay.) Thus, contrary to Respondent's argument, I find that the interim travel expenses in the Compliance Specification were correctly not offset by Hershey's interim earnings.

Respondent also contends that Hershey would have reported for work during the entire backpay period at its Flat Rock, Michigan facility not its Pontiac, Michigan facility. The distance from Hershey's home to the Pontiac facility was used to determine interim expenses in the Compliance Specification, not the distance from Hershey's home to the Flat Rock facility which is farther from Hershey's residence than his interim employment was located.

In the fall of 2012, Hershey was working at Respondent's Pontiac facility, but as the winter months approached, work for quad axle drivers decreased at the Pontiac facility. Respondent offered Hershey and other employees, who normally reported to the Pontiac facility, temporary work out of its Flat Rock facility, which was approximately an hour commute each way. Hershey contends that he and four other employees, who accepted the work out of the Flat Rock facility, were told that they would be compensated in some form for the extra commute to the Flat Rock facility. Hershey also testified that he was instructed by dispatcher Tony Allen to report to the Pontiac facility every morning before going to the Flat Rock facility and to return to the Pontiac facility every evening to turn in paperwork. (Tr. 124-125, 132, 156-157.) There is no dispute that Hershey was never compensated by Respondent for the extra commute to the Flat Rock facility. I credit Hershey's testimony that he believed he was required to report to the Pontiac facility before and after commuting to Flat Rock each day. No direct evidence was submitted to rebut this claim and Hershey acted consistent with that belief by reporting to the Pontiac facility throughout the time he worked out of the Flat Rock facility. I find it unnecessary to resolve the issue of whether Hershey's reporting to the Pontiac facility resulted in a legal requirement for Respondent to reimburse Hershey and the other employees for their commute time between the Pontiac and Flat Rock facilities.

Hershey testified that he and the other employees were told that the Flat Rock work was temporary, and Respondent presented no evidence to contradict this testimony. (Tr. 157.) Hershey also testified that approximately 1 month after he was discharged, while performing work for an interim employer, he passed the worksite at which he performed work out of the Flat Rock facility. Hershey witnessed another company's vehicles performing the work that he and other employees of Respondent had been performing. (Tr. 127.) Respondent never directly contradicted that the work Hershey was performing out of the Flat Rock facility had discontinued. Instead, Respondent contended that Hershey would have continued to work on some series of jobs out of the Flat Rock facility throughout the backpay period without submitting any invoices, time records or any other evidence to support its assertion. The only evidence submitted was testimony by general manager Laming in response to leading questions by Respondent's counsel that until some undefined time before the hearing there was at least one Lou's Transport employee driving from the north to perform work at the Flat Rock facility. (Tr. 146, 152, 153-154.) De-

spite Laming's testimony that Respondent maintains employee time cards, Respondent presented no evidence as to the number of employees performing this work, the seniority of those employees, or a lack of work for Hershey at the Pontiac facility. Again, I construe the ambiguity of the evidence in favor of the wronged party and not the wrong-doer and find that the Compliance Specification utilized the appropriate facility of Respondent for calculating mileage to determine interim travel expenses.

Accordingly, I find that the interim travel expenses are correctly not offset by Hershey's interim earnings and reasonably calculated in the Compliance Specification.

C. Were the 401(k) benefits correctly included in the total backpay liability and reasonably calculated?

Before being discharged, Hershey participated in the 401(k) plan provided by Respondent as a benefit of his employment pursuant to the IBT labor agreement. (Tr. 29; GC Exh. 6, pg. 32; GC Exh. 7, pg. 32.) Hershey regularly contributed 5% of his income to the plan and received a matching contribution of 0.5% from Respondent. Hershey's interim employers did not offer pension benefits until he started employment with the Road Commission for Oakland County in November of 2015. Since he became eligible, Hershey has contributed to the Road Commission's 401(a) plan. (Tr. 29, 33, 129; R. Exh. 8.)

Respondent contends that the inclusion of compensation for loss of 401(k) benefits in the Compliance Specification constitutes speculation on top of speculation.⁷ First, Respondent contends that it is mere speculation that Hershey would have continued to contribute to the 401(k). I agree that it is impossible to know whether Hershey would have consistently contributed to a 401(k) fund during the backpay period, but the inference that he would do so is based upon his consistent practice of contributing to the 401(k) fund while employed by Respondent and his election to again contribute to his current employer's 401(a) plan, the first available to him through his employment since his discharge. When, as here, a claimant's prior conduct supports an inference that they would have acted in a consistent manner, the benefit of doubt goes in favor of the aggrieved and against the wrong-doer. See, *Webco Industries, Inc.*, 340 NLRB 10, 11 (2003) (Board found employee's historical percentage of time for which he qualified for attendance bonuses while working for the respondent was a reasonable

⁷ Respondent also contends that because the 401(k) compensation liability was not included in the compliance specifications issued by the Region until the fourth amended compliance specification issued, it is somehow inappropriate to award compensation for any loss of 401(k) benefits. The fact that earlier drafts of the Compliance Specification may have been inaccurate and/or incomplete does not alter the purpose of the compliance proceeding in enforcing the Board's order "to make Hershey whole for any loss of earnings and other benefits suffered as a result of the discrimination against him." Indeed, Board precedent allows a second compliance specification and a second compliance hearing when it is necessary to address all the compliance issues. See, *Domsey Trading Corp.*, 357 NLRB 2161, 2161 fn. 1 (2011); NLRB Casehandling Manual (Part Three) Compliance, Sec. 10654.1. Therefore, I find no merit to Respondent's objection to the inclusion of compensation for the loss of 401(k) benefits in the Compliance Specification at issue.

basis for projecting the percentage of time he would have received an attendance bonus if his employment had not unlawfully been terminated). Thus, I find that the Compliance Specification correctly assumes that Hershey would have continued to contribute 5 percent of his income to a 401(k) fund provided by Respondent and to receive the 0.5 percent match from Respondent, because it is based upon his contribution history while employed by Respondent. I further find that calculating the contribution amounts based upon the estimated gross backpay is a reasonable calculation method based upon the available evidence.

Second, Respondent contends that the 401(k) profits calculated in the Compliance Specification are also based upon multiple levels of speculation. Again, I agree that the calculations are based upon speculation, but that is the nature of attempting to recreate the past in compliance specifications. The NLRB Casehandling Manual (Part Three) Compliance, Sec. 10544.3, specifically requires the inclusion of retirement benefits, including 401(k) benefits, in the make whole compliance specifications and notes that the evidence to make such calculations can be difficult to obtain. As noted above, the "Board is required only to adopt a formula which will give a close approximation of the amount due; it need not find the exact amount due." *Performance Friction*, supra at 1117. See also, *Design Originals, Inc.*, 343 NLRB 115, 117 (2004) (ordering the employer to make claimants whole for contractual contributions to 401(k) and any loss of interest they may have suffered as a result of the failure to make such payments).

The Compliance Specification estimates the lost 401(k) contributions from the beginning of the backpay period through November 2015, when Hershey had access to a 401(a) plan through an interim employer, and estimates the 401(k) profits through the third quarter of 2017 when the hearing took place.⁸ Schedule H of the Compliance Specification estimates the 401(k) compensation liability as \$11,513 by totaling \$7,461 in employee contributions, \$746 in employer contributions, and \$3,306 in projected profits through the time of the hearing. (GC Exh. 1(qq), Schedules F, G, and H.)⁹

The compliance officer testified that he attempted to use the Securian quarterly rate of returns to calculate the profits, but was informed that the Securian fund no longer exists and the rates of returns were not available. (Tr. 31, 105.) Instead, the compliance officer used the Vanguard 500 fund's rate of return to estimate the profits, because it is a domestic equity fund similar to the Securian equity fund and that it publishes its quarterly rates of return, which are necessary for calculating the estimated profits. The Vanguard 500 fund is an equity fund like Securian was. During the relevant period, the Vanguard

500 closely approximated the S&P 500 but performed slightly weaker than the S&P 500. Both of the Vanguard 500's gains and losses were used to calculate the approximate profits that Hershey would have enjoyed if he had been allowed to continue contributing to the Securian equity fund or another fund offered by Respondent. (Tr. 31–32, 106, 108.)

Respondent contends that the Compliance Specification should have used the rates of returns by one of the other 401(k) funds offered to Respondent's employees, but again submitted no evidence to support its apparent assertion that these funds rate of returns were substantially different than the Vanguard 500. The record is silent as to when the Securian equity fund ceased to be offered by Respondent, the names or types of the other 401(k) funds offered by Respondent, any evidence that their quarterly rates of return were available and/or substantially different than the rates of the Vanguard 500 fund used in the Compliance Specification.

I find the compliance officer's use of the Vanguard 500's quarterly rates of return reasonable in light of the unavailability of Securian's rates of return, because it was an equity fund similar to the fund offered by Respondent and it had available quarterly rates of return. Furthermore, Respondent presented no evidence in its Answer to the Compliance Specification or at hearing to support a finding that the use of the Vanguard 500's quarterly rates of return does not result in a reasonable approximation of the rate of return that Hershey would have enjoyed if he was not unlawfully discharged.

Accordingly, I find that the method used to calculate the estimated employee contribution, employer matching contribution, and 401(k) profits in the Compliance Specification is reasonable and the resulting amounts were correctly included in the total backpay liability.

D. Were consequential economic damages as a result of Hershey withdrawing funds from 401(k) correctly included in the total backpay liability?

General Counsel contends that because of his discharge Hershey suffered economic hardship, and as a result, he withdrew the \$753 that existed in his 401(k) shortly after his discharge. (Tr. 109–110, 131; GC Exh. 9 and 10.) The economic consequences of the withdrawal of the 401(k) funds are calculated in the Compliance Specification as consisting of a \$75 early withdrawal fee and \$420 in estimated profit losses. (Tr. 47–50; GC Exh. 1(qq), para. 16 and Schedule I.) I agree with General Counsel that the early withdrawal penalty fee and any loss of profits due to the withdrawal of the 401(k) funds are consequential damages as a result of an action taken by Hershey which was not in the direct control of Respondent. As the General Counsel concedes, the Board's order in this matter does not require Respondent to reimburse Hershey for consequential damages: As the Board has recognized, current Board precedent does not authorize it to award consequential damages. See, e.g., *Guy Brewer 43 Inc.*, 363 NLRB No. 173, slip op. at 2 fn. 2 (2016).

Accordingly, I find that the consequential damages were improperly included in the Compliance Specification.

⁸ Within a few months of his discharge, Hershey had the option to withdraw or roll the value of the Securian 401(k) fund to another pension fund vehicle. As discussed below, Hershey elected to withdraw the value of his fund. (Tr. 109–110; GC Exh. 9.) Therefore, the calculations for the value of his 401(k) funds in the Compliance Specification start at zero on the date of his discharge.

⁹ The \$7461 in employee contributions was deducted from gross backpay resulting in the net backpay figure discussed above. Therefore, only the employer contribution and projected profits totaling \$4,052 operates as an increase in the overall backpay liability.

LOU'S TRANSPORT, INC. AND T.K.M.S., INC.

9

SUPPLEMENTAL ORDER

It is hereby ordered that Respondent, Lou's Transport, Inc. and T.K.M.S., Inc., its officers, agents, successors, and assigns, shall pay Michael Hershey the following amounts, which totals \$49,817, plus interest accrued on the net backpay, bonuses, and interim expenses to the date of payment as prescribed in *New Horizons*, 283 NLRB 1173 (1987), and *Kentucky River Medical Center*, 356 NLRB 6 (2010), minus tax and withholdings required on the backpay and bonuses by Federal and State laws.

Net Backpay:	\$11,683
Bonuses:	\$ 5267
Interim Expenses:	\$21,354
<u>401(k) Non-taxable Distribution:</u>	<u>\$11,513</u>
TOTAL:	\$49,817

It is further ordered that Respondent reimburse Michael Hershey for any additional estimated lost 401(k) profits to the date

of payment to be calculated by using the same method to calculate lost 401(k) profits set forth in the Compliance Specification.

It is further ordered that Respondent reimburse Michael Hershey for any adverse tax consequences, of receiving a lump-sum backpay award calculated for the calendar year in which the payment is made, allocating the backpay award to the appropriate calendar years as prescribed in *AdvoServ of New Jersey, Inc.*, 363 NLRB No. 143 (2016).¹⁰

Dated, Washington, D.C. January 25, 2018

¹⁰ Schedule J of the Compliance Specification calculates that there would have been no adverse tax consequences as a result of Hershey receiving the lump-sum back payment calculated in the Compliance Specification in 2017, but that calculation may change based upon the year in which the payment is rendered.

UNITED STATES COURT OF APPEALS
FOR THE SIXTH CIRCUIT

Lou's Transport, Inc. & T.K.M.S., Inc.

(Name of Petitioner)

v.

National Labor Relations Board

(Name of Respondent)

)
)
)
)
)
)
)

Petition for Review

Lou's Transport, Inc. & T.K.M.S., Inc.

_____ hereby petition the court for review of
the Order of the National Labor Relations Board entered on the 13th day
of August, 2018.

/s/ Amy D. Comito

Attorney for Petitioner(s)

Address: 13854 Simone Dr
Shelby Township, MI 48315
(586) 532-8560

09/11/12

**UNITED STATES COURT OF APPEALS
FOR THE SIXTH CIRCUIT**

LOU’S TRANSPORT INC., AND)	
T.K.M.S., INC.)	
	)	No. 18-1909
Petitioner)	
)	
v.	)	Board Case No.
	)	07-CA-102517
NATIONAL LABOR RELATIONS BOARD)	
)	
Respondent)	

**CROSS-APPLICATION FOR ENFORCEMENT
OF AN ORDER OF THE
NATIONAL LABOR RELATIONS BOARD**

The National Labor Relations Board hereby cross-applies to the Court for enforcement of its Order issued against Lou’s Transport Inc., and T.K.M.S., Inc., on July 24, 2018, in Board Case No. 07-CA-102517, reported at 366 NLRB No. 140. On August 13, 2018, the Petitioner, Lou’s Transport Inc., and T.K.M.S., Inc., filed a petition with this Court to review the same Board Order. The Board seeks enforcement of its Order in full.

The Court has jurisdiction over this cross-application pursuant to Section 10(e) and (f) of the National Labor Relations Act, as amended (29 U.S.C. § 160(e) and (f)), because the Petitioner is aggrieved by the Board’s Order. Venue is proper in this Circuit because the Petitioner transacts business within the geographic boundaries of this Circuit.

/s/ Linda Dreeben
 Linda Dreeben
 Deputy Associate General Counsel
 NATIONAL LABOR RELATIONS BOARD
 1015 Half Street, SE
 Washington, DC 20570-0001
 (202) 273-2960

Dated at Washington, DC
this 29th day of August 2018

**UNITED STATES COURT OF APPEALS
FOR THE SIXTH CIRCUIT**

LOU'S TRANSPORT INC., AND)	
T.K.M.S., INC.)	
	)	No. 18-1909
Petitioner)	
)	
v.	)	Board Case No.
	)	07-CA-102517
NATIONAL LABOR RELATIONS BOARD)	
)	
Respondent)	

CERTIFICATE OF SERVICE

I hereby certify that on August 29, 2018, I electronically filed the foregoing document with the Clerk of the Court for the United States Court of Appeals for the Sixth Circuit by using the CM/ECF system. I certify that the foregoing document was served on all parties or their counsel of record through the appellate CM/ECF system.

/s/ Linda Dreeben
Linda Dreeben
Deputy Associate General Counsel
NATIONAL LABOR RELATIONS BOARD
1015 Half Street, SE
Washington, DC 20570-0001
(202) 273-2960

Dated at Washington, DC
this 29th day of August 2018

**UNITED STATES COURT OF APPEALS
FOR THE SIXTH CIRCUIT**

LOU’S TRANSPORT, INC.; T.K.M.S., Inc.,

Petitioners Cross-Respondents,

Originating Case No. 07-CA-102517

v.

Petition for Review Case No. 18-1909

NATIONAL LABOR RELATIONS BOARD,

Cross-Application Case No. 18-1988

Respondent Cross-Petitioner.

**PETITIONERS’/CROSS-RESPONDENTS’ RESPONSE TO
RESPONDENT’S/CROSS-PETITIONER’S CROSS-APPLICATION FOR
ENFORCEMENT OF AN ORDER OF THE NATIONAL LABOR RELATIONS BOARD**

Pursuant to Rule 15(b), Fed. R. App. P., Petitioners/Cross-Respondents Lou’s Transport, Inc. and T.K.M.S., Inc. (“Petitioners”), hereby answer Respondent’s/Cross-Petitioner’s (“Respondent”) Application for Enforcement of an Order of the National Labor Relations Board by stating as follows:

1. On July 24, 2018, the National Labor Relations Board (the “Board”) issued a Supplemental Decision and Order (“Order”) directed to Petitioners, and such Order was served upon Petitioners.
2. On August 13, 2018, Petitioners timely filed with this Court a Petition for Review of the above referenced Supplemental Decision and Order.
3. Petitioners admit that jurisdiction and venue are proper in this Court.
4. Petitioners admit that they are parties aggrieved by a final Order of the Board.
5. Petitioners state that the portion of the Board’s July 24, 2018 Supplemental Decision and Order which adopted the recommended Order of the administrative law judge and ordered that Petitioners pay Michael Hershey \$49,817.00 (consisting of net back pay, bonuses,

interim expenses and 401(k) non-taxable distribution) was not supported by substantial evidence or the relevant law.

6. Petitioners state that the portion of the Board's July 24, 2018 Supplemental Decision and Order which ordered that Petitioners reimburse Michael Hershey for any additional estimated lost 401(k) gains to the date of payment was not supported by substantial evidence or the relevant law.

7. Petitioners state that the portion of the Board's July 24, 2018 Supplemental Decision and Order which ordered that Petitioners reimburse Michael Hershey for any adverse tax consequences of receiving a lump-sum back pay award was not supported by substantial evidence or the relevant law.

8. Petitioners reserve all rights to file a motion with the Court to stay enforcement to the Board's Supplemental Decision and Order pending resolution of appellate proceedings.

WHEREFORE, Petitioners respectfully request that this Honorable Court deny enforcement of the Board's Supplemental Decision and Order.

Respectfully submitted,

STEVEN A. WRIGHT, P.C.

/s/ Amy D. Comito

Amy D. Comito (P48760)

Steven A. Wright (P48760)

13854 Simone Drive

Shelby Township, Michigan 48315

(586) 532-8560

Email: amy@sawpc.com

Attorneys for Petitioners Cross-Respondents

Dated: September 6, 2018

UNITED STATES COURT OF APPEALS
FOR THE SIXTH CIRCUIT

LOU'S TRANSPORT, INC.; T.K.M.S., Inc.,

Petitioners Cross-Respondents,

Originating Case No. 07-CA-102517

v.

Petition for Review Case No. 18-1909

NATIONAL LABOR RELATIONS BOARD,

Cross-Application Case No. 18-1988

Respondent Cross-Petitioner.

CERTIFICATE OF SERVICE

I hereby certify that on September 6, 2018, I electronically filed the foregoing document with the Clerk of the Court for the United States Court of Appeals for the Sixth Circuit by using the CM/ECF system. I certify that the foregoing document was served on all parties or their counsel of record through the appellate CM/ECF system that being:

Michael Hershey, 4645 Pinedale Avenue, Clarkston, MI 48346-3754

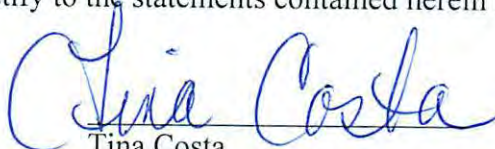
Terry A. Morgan, National Labor Relations Board, Region 7
477 Michigan Avenue, Room 300, Detroit, MI 48226

Linda Dreeben, Deputy Associate General Counsel, National Labor Relations Board
1015 Half Street, SE, Washington, DC 20570

Elizabeth Heaney, National Labor Relations Board
1015 Half Street, SE, Room 4130, Washington, DC 20570

Steven A. Bieszczat, National Labor Relations Board
1015 Half Street, SE, Washington, DC 20570

I am competent and able to testify to the statements contained herein if called upon to do so in a court of law.


Tina Costa
Legal Assistant

Dated: September 6, 2018

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
DIVISION OF JUDGES

LOU'S TRANSPORT, INC.,
and T.K.M.S., INC

Respondent

and

Case 7-CA-102517

MICHAEL HERSHEY, an Individual

Charging Party

ORDER DENYING MOTION TO RESCHEDULE
HEARING AND GRANTING EXTENSION OF
TIME TO FILE ANSWER TO SEPTEMBER 8, 2017

On August 14, 2017, the Respondent filed a motion to reschedule the hearing presently scheduled in this matter for September 18, 2017 and for an extension of time to file an answer to the amended specification presently due to be filed on August 23, 2017. Thereafter a new amended specification was filed detailing minor corrections to the earlier specification. The Charging Party and the General Counsel oppose the motion. Only the General Counsel filed an opposition, although the General Counsel agrees to an extension for filing the answer to September 8, 2017.

This case involves the monies owed to Michael Hershey who was unlawfully discharged by Respondent in January of 2013. The Board issued its decision finding the violation on December 16, 2014, and the decision was enforced by a judgment of the Court of Appeals for the Sixth Circuit on April 6, 2016. A series of compliance specifications and amendments have been filed in this case. Respondent asks for a postponement based on the amendment that added a Section 401(k) component on August 7, 2017, which, it asserts, requires more time to prepare its defense. The General Counsel asserts that there is sufficient time before the hearing for the Respondent to prepare for the new addition.

The time has long past for the issue of damages suffered by Mr. Hershey because of Respondent's discrimination to be resolved. For the reasons stated by the General Counsel in the opposition, the motion to postpone is denied and the time for filing a new answer is extended to September 8, 2017

(C) (B)

It is so ORDERED.

Dated: August 17, 2017 Washington, D. C.



Robert A. Giannasi
Chief Administrative Law Judge

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
DIVISION OF JUDGES

LOU'S TRANSPORT, INC.
AND T.K.S., INC.,
Respondent

and

Case 07-CA-102517

MICHAEL HERSHEY,
An Individual

Dynn Nick, Esq.,
for the General Counsel.
Steven A. Wright and Amy D. Comito, Esqs.
(Steven A. Wright, P.C.),
for the Respondent.
Michael Hersey,
for the Charging Party

SUPPLEMENTAL DECISION

STATEMENT OF THE CASE

KIMBERLY R. SORG-GRAVES, Administrative Law Judge. These supplemental proceedings were tried before me in Detroit, Michigan on September 18, 2017, pursuant to a compliance specification and notice of hearing that issued by the National Labor Relations Board, Region 07 on November 6, 2015, and was later amended on June 27, 2016, December 8, 2016, August 3, 2017, and August 14, 2017. At the commencement of the hearing, I granted General Counsel's oral motion to amend the fourth amended compliance specification issued on August 14, 2017, to correct some mathematical errors and to admit it into the record as GC Exh. 1(qq). (Tr. 11-13; GC Exhs. 1(ii) and 1(qq).)¹ I also granted Lou's Transport, Inc. and T.K.S., Inc.'s (Respondent) oral motion to amend its answer to the fourth amended compliance specification by removing the document at page 4 of its answer, which is a 1-page excerpt from the transcript of the underlying unfair labor practice hearing, and all references to that document. (Tr. 8-9; GC Exh. 1(oo).) Respondent's amended answer serves as its answer (Respondent's Answer) to the amended fourth amended compliance specification (Compliance Specification). (GC Exh. 1(oo) and (qq).)

General Counsel contends that the Compliance Specification alleges the amount of backpay and compensation for other benefits due to Michael Hershey (Hershey or Charging Party) under the terms of the Board's decision and order in *Lou's Transport, Inc.*, 361 NLRB 1446, 1448

¹ Abbreviations used in this decision are as follows: "Tr." for the Transcript, "GC Exh." for the General Counsel's exhibits, "R. Exh." for Respondent's Exhibits, and "U. Exh." for the Union's Exhibits. Specific citations to the transcript and exhibits are included where appropriate to aid review, and are not necessarily exclusive or exhaustive.

(2014). In its decision, the Board found that Respondent had discharged Hershey in violation of Section 8(a)(1) of the Act because of his protected concerted activity protesting the safety conditions of the roads and the poor maintenance of the trucks that drivers were required to drive in a mine where they were performing work. The Board's order in *Lou's Transport, Inc.* was enforced by the U.S. Court of Appeals for the Sixth Circuit in *Lou's Transport, Inc., v. NLRB*, 644 Fed.Appx. 690 (6th Cir.2016), 205 LRRM (BNA) 3651 (April 6, 2016).

The Board's enforced order, in pertinent part, requires Respondent to take the following affirmative actions:

- (a) Within 14 days from the date of this Order, offer Michael Hershey full reinstatement to his former job or, if that job no longer exists, to a substantially equivalent position, without prejudice to his seniority or any other rights or privileges previously enjoyed.
- (b) Make Michael Hershey whole for any loss of earnings and other benefits suffered as a result of the discrimination against him, in the manner set forth in the remedy section of the judge's decision as modified.
- (c) Compensate Michael Hershey for the adverse tax consequences, if any, of receiving a lump-sum backpay award, and file a report with the Social Security Administration allocating the backpay award to the appropriate calendar quarters. . . .
- (f) Preserve and, within 14 days of a request, or such additional time as the Regional Director may allow for good cause shown, provide at a reasonable place designated by the Board or its agents, all payroll records, social security payment records, timecards, personnel records and reports, and all other records, including an electronic copy of such records if stored in electronic form, necessary to analyze the amount of backpay due under the terms of this Order.

In making my findings and conclusions, I have considered the entire record, and have had an opportunity to observe the demeanor of the witnesses at the hearing. I have also considered the briefs filed by the General Counsel and the Respondent.

POSITIONS OF THE PARTIES

General Counsel asserts in the Compliance Specification that the appropriate backpay period for Hershey was from March 27, 2013, to August 22, 2016, and that Respondent owes Hershey \$11,683 in net backpay (gross backpay minus 5% for 401(k) contributions and minus interim earnings), \$5267 in bonuses, \$11,513 in 401(k) non-taxable distributions, \$21,354 in interim expenses, \$495 in consequential economic harm, all totaling \$50,312, plus reimbursement for any excess tax liability on Hershey's part due to the lump sum backpay payment, plus interest through the date of payment. (GC Exh. 1(qq).)

As is set forth in Respondent's Answer to the Compliance Specification, Respondent asserts that General Counsel made multiple errors in the methods used to compile the Compliance Specification. (GC Exhs. 1(oo) and (qq).) Respondent asserts that Hershey's higher hourly wage during his interim employment supports its claim that he is not owed backpay. Respondent contends that the Compliance Specification contains errors in failing to properly offset Hershey's interim earnings against the backpay liability. Respondent contends that General Counsel erred in its computation of backpay by using the wrong backpay period, the wrong comparable employees, and the wrong wage rate in some of its calculations. Respondent further contends that General Counsel erred by disparately calculating overtime

pay, and by failing to deduct union dues, uniform expenses and unemployment insurance payments from the backpay amount. Also, Respondent asserts that General Counsel erred by using the wrong work location to calculate mileage in computing interim expenses and by not offsetting the interim expenses against interim earnings. Finally, Respondent opposes the inclusion of employer matched 401(k) contributions and projected interest on the 401(k) benefit reimbursement calculated in the Compliance Specification.²

OVERVIEW OF LEGAL STANDARDS

The Board has noted that a loss of employment as the result of an unfair labor practice is presumptive proof that some backpay is owed. *St. George Warehouse (St. George Warehouse I)*, 351 NLRB 961, 963 (2007). In a compliance proceeding the General Counsel has the burden of proving the amount of gross backpay due each discriminatee. *Id.*; *Florida Tile Co.*, 310 NLRB 609 (1993). See also, *NLRB v. S.E. Nichols of Ohio*, 704 F.2d 921, 924 (6th Cir.1983), cert. denied 464 U.S. 914 (1983); NLRB Casehandling Manual (Part Three) Compliance, Section 10532.3 (CHM Section). In *Performance Friction Corp.*, 335 NLRB 1117, 1117 (2001), the Board noted:

Both the Board and the Court have applied a broad standard of reasonableness in approving numerous methods of calculating gross backpay. Any formula which approximates what the discriminatees would have earned had they not been discriminated against is acceptable if not unreasonable or arbitrary in the circumstances. *La Favorita, Inc.*, 313 NLRB 902, 903 (1994), *enfd. mem.* 48 F.3d 1232 (10th Cir. 1995). The Board is required only to adopt a formula which will give a close approximation of the amount due; it need not find the exact amount due. *NLRB v. Overseas Motors*, 818 F.2d 517, 521 (6th Cir. 1987), citing *NLRB v. Brown & Root, Inc.*, 311 F.2d 447, 452 (8th Cir. 1963). Nonetheless, the objective is to reconstruct as accurately as possible what employment and earnings the discriminatee would have had during the backpay period had there been no unlawful action. *American Mfg. Co. of Texas*, 167 NLRB 520 (1967); CHM Section 10532.1.

The comparable or representative employee approach is an accepted methodology on which to base backpay calculations. *Performance Friction Corp.*, *supra* at 1117. After the General Counsel has established the amount of gross backpay due to the discriminatee, the Respondent then has the burden of establishing affirmative defenses to mitigate its liability. *St. George Warehouse I*, *supra*, at 963; *Grosvenor Resort*, 350 NLRB 1197, 1198 (2007).

“Another well-established principle is that, where there are uncertainties or ambiguities, doubts should be resolved in favor of the wronged party rather than the wrongdoer.” *Kansas Refined Helium Co.*, 252 NLRB 1156, 1157 (1980) (*enfd. sub nom. Angle v. NLRB*, 683 F.2d 1296 (10th Cir. 1982)). See also, *F. M. Broadcasting Corporation d/b/a WHLI Radio*, 233 NLRB 326, 329 (1977). In *United Aircraft Corporation*, 204 NLRB 1068 (1973), the Board stated that “the backpay claimant should receive the benefit of any doubt rather than the [r]espondent, the wrongdoer is responsible for the existence of any uncertainty and against whom any uncertainty must be resolved.”

² Respondent did not oppose the Compliance Specification’s determination that no excess tax penalty will result from the lump payment of the total backpay liability assessed in the Compliance Specification or the appropriateness of interest being due on the backpay liability to the date of its payment. Therefore, those determinations in the Compliance Specification are not directly addressed herein.

ISSUES

A. Was net backpay calculated correctly in the Compliance Specification?**1. Was the correct backpay period used?**

The Compliance Specification assumes the backpay period to be from the date of Hershey's discharge, March 27, 2013, to August 22, 2016, at which time Hershey failed to timely respond to Respondent's unequivocal and unconditional offer of reinstatement. (Tr. 19; GC Exh. 1(qq) at para. 4.) Respondent agrees that the backpay period started on March 27, 2013, but contends that it ended on November 24, 2014, when Hershey testified in the underlying unfair labor practice hearing that he did not want to be reinstated by Respondent. (Tr. 137.)

I reject Respondent's contention that Hershey's testimony during the unfair labor practice hearing that he did not want to be reinstated by Respondent tolled the backpay liability period. Respondent contends that these statements by Hershey excused it from following Board precedent and the Board order in this matter to "offer Michael Hershey full reinstatement to his former job or, if that job no longer exists, to a substantially equivalent position, without prejudice to his seniority or any other rights or privileges previously enjoyed" in order to toll backpay liability. Respondent's questions about reinstatement posed to Hershey during the unfair labor practice hearing did not meet the specific standards required in making an unconditional offer of reinstatement and allowing a reasonable time to accept that offer, and therefore, Hershey's rejection of reinstatement under those circumstances does not toll backpay liability. *Spitzer Akron, Inc.*, 195 NLRB 114, 114 (1972); *Flatiron Materials Co.*, 250 NLRB 554, 554 (1980); *Cooperativa de Credito y Ahorro Vegabajena*, 261 NLRB 1098 (1982). See also *Lipman Bros. Inc.*, 164 NLRB 850, 853 (1967); *Rikal West, Inc.*, 274 NLRB 1136 (1985).

Therefore, I find that the backpay period of March 27, 2013, to August 22, 2016, is appropriate.

2. Were the appropriate comparable employees used to calculate backpay?

The Region solicited payroll and other information from Respondent in an attempt to identify the appropriate comparable employee(s) on whose wages the Compliance Specification bases Hershey's backpay amount. Respondent provided the Region with payroll records for 11 drivers. Respondent employs two different types of truck drivers, who perform different types of work, which affected the amount of work available for each type of drivers. The labor agreement between Respondent and the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Local Union #614 (IBT labor agreement) sets different pay rates for these two types of drivers. Hershey drove a quad axle truck for Respondent. Therefore, I find, and Respondent and General Counsel agree, that the proper method of calculating backpay is by using another quad axle truck driver as a comparable employee.

General Counsel contends that Ronnie Smith, hired April 12, 2011, and Gary Forsyth, hired May 17, 2011, are the appropriate comparable employees for Hershey, who was hired more than a year later on July 26, 2012. Respondent contends that the appropriate comparable employee is Kevin Moore, Sr. with a hire date of May 31, 2012, less than 2 months before Hershey's. The compliance officer testified that he considered using Moore as the comparable employee, but notice that Moore and quad axle truck driver, Jeffrey Clem, hired June 5, 2003, had large unexplained gaps in their employment with Respondent. (Tr. 117-118; GC Exh. 11.) Based upon Clem's seniority status, which under the agreement would make him less likely to be laid

off during those periods of time while other less senior quad axle drivers continued to work, I do not find that layoff by seniority for lack of work explains his gaps in employment. The compliance officer testified that Clem's gaps in employment called into question why these two employees with significantly different seniority status had gaps of in their employment histories. (Tr. 21-22.) General Counsel attempted to determine the reason for these gaps in employment by letters dated April 18, May 1, and June 2, 2017, requesting that Respondent provide the Region with layoff documents, recall documents, and any other documents that would explain the gaps in employment for Moore and any other employee. (GC Exhs. 3, 4, and 5.) Respondent did not respond to any of these inquiries. (Tr. 22.)

Furthermore, Respondent presented no evidence at hearing and made no contentions in its Answer or brief in this matter to explain the gaps in Moore's employment. (GC Exh. 1(oo).) Instead, Respondent argues that General Counsel dismissed Moore as the appropriate comparable employee because Hershey would not receive backpay if Moore was used as the comparable employee without making any assertion as to why Moore had gaps in employment. (R. Br. at pgs. 8-10.) Respondent's general manager of operations and sales, David Laming, admitted that Respondent maintains time records for each employee. (Tr. 150-151; R. Exh. 10.) If there was an overall decrease in labor hours for quad axle drivers, Respondent would have been in a position to provide that evidence. Instead, Respondent presented no evidence and gave no explanation to support a finding that Moore's gaps in employment were based upon any reason that would have affected the availability of work for Hershey. Furthermore, the record reflects that Respondent hired and trained new quad axle drivers during the backpay period. (Tr. 146-147.) Therefore, Respondent failed to establish that Hershey's work schedule would reflect gaps comparable to Moore's had Hershey not been discharged.

As there is a failure on Respondent's part to submit evidence within its control that results in uncertainties and ambiguities, I resolve the doubts in favor of the wronged party rather than the wrongdoer. See *Kansas Refined Helium*, supra at 1157. Accordingly, I find that the Compliance Specification's average of the hours worked by Gary Forsyth and Ronnie Smith, the two next senior quad axle truck drivers, constitutes a reasonable "comparable employee" on which to base the hours of work used to calculate the backpay.³

3. Was the proper wage rate used to calculate backpay?

The IBT labor agreement sets the wage rate for quad axle drivers based upon years of service. For the most part, the Compliance Specification uses the IBT labor agreement wage rate which varies based upon years of service to determine how much Hershey would have earned if he had not been discharged. Respondent agrees that this is the appropriate rate for Hershey but disagrees with the few instances in the Compliance Specification where a higher wage rate is used. The payroll records for comparable employee Smith reflect that at some times he received \$2 or more per hour than the IBT labor agreement wage rate for his years of service. (R. Exh. 1; GC Exh. at pg. 25.) Assuming that these variances in wages were a result of prevailing wage work with rates that exceeded the contractual wage rate, the Compliance Specification applied the increases to the wage rate used for calculating the backpay amount for the same periods based upon the assumption that the same increases would have also been available to Hershey.

³ I also find that the Compliance Specification meets the required reasonable standard in its reliance upon only Smith's payroll history for periods during which Forsyth was performing dispatch and not quad axle driving work. (Tr. 24; GC Exh. 1(qq), fn.1.)

Laming testified that he could not recall prevailing wage rate work during the applicable time period and claimed that the variances in Smith's wage rate were due to a flat \$2 per hour premium for training new drivers. The training premium was available to Smith and other experienced drivers, who were willing to perform the training when available. (Tr. 146-147.)

5 This testimony is not fully consistent with Smith's payroll records which periodically reflect wage rates more than \$2 above the contractual amount. (R. Exh. 1.) Respondent never explained why the wage rate would have varied more than the \$2 premium for training new drivers. More importantly, Respondent provided no evidence that Hershey, who had 35 years of driving experience, would not have been eligible for the \$2 training premium or other increases in wages above the contractual wage rate that Smith enjoyed. (Tr. 133.)

15 I again resolve ambiguities in the record in the favor of the claimant and against the Respondent. See *Kansas Refined Helium*, supra at 1157. Thus, I find that the wage rates used in the Compliance Specification to calculate backpay are reasonable approximations of the wage rates that Hershey would have enjoyed if he had not been unlawfully discharged.

4. Was the overtime portion of the backpay calculated appropriately?

20 Respondent contends that the manner in which overtime pay was calculated in the Compliance Specification was unreasonable and arbitrary.⁴ Respondent contends that it results in a backpay award for Hershey that arbitrarily puts him in a better financial position than if he remained employed by Respondent. Respondent contends that this is especially true in this case because Hershey received higher hourly wages at his interim employment than the contractual wage provided by Respondent. General Counsel contends that the method used to compute overtime pay liability is consistent with Board precedent and the Board's Compliance Manual policy not to deduct earnings from excess overtime worked by a claimant at interim employment even if this calculation seems to make the claimant more than "whole".

30 Respondent provided the Region with biweekly payroll information for the comparable employees. This information gave total regular hours and overtime hours for each 2-week payroll period. Respondent did not provide time cards or other information from which the Region could have derived the accurate regular and overtime hours to attribute to each week, nor did Respondent enter any such records into evidence.

35 To compare the available payroll information to Hershey's interim earnings, the biweekly totals for each of the comparable employees were divided by two and equal amounts of regular hours and overtime hours were allocated to each week of the payroll period. Then the two comparable employees' regular hours and overtime hours were averaged for each week. During the periods that Hershey's interim employment was compensated bi-weekly, his regular hours and overtime hours were divided by two and equally allocated to each week in the same manner. Much of his interim employment was compensated weekly; therefore, the totals for those individual weeks were utilized in the Compliance Specification. I find the method used to allot regular and overtime hours to individual weeks in the Compliance Specification is reasonable based upon the information provided by Respondent for this purpose.

⁴ Respondent did not dispute the formula used to calculate backpay bonuses other than its contention that the wrong comparable employees were utilized. Because I found the use of the average of the two employees' payroll information was a reasonable basis for calculating the backpay liability under the circumstances of this case, I find that basing the backpay bonus amounts due on the average of the comparable employees' bonuses also is reasonable.

The average regular and overtime hours for the comparable employees for each week in the backpay period were used in the Compliance Specification to compare overtime work to Hershey's interim overtime hours on a weekly basis. If Hershey worked more overtime hours at his interim employment for any week, the pay for the overtime hours that exceeded the average comparable overtime hours was not subtracted from the backpay liability. If Hershey worked less overtime hours than the average of the comparable employees, the pay for the overtime hours that exceeded the overtime hours worked by Hershey that week was included in the backpay liability. Schedule D of the Compliance Specification calculates the gross backpay liability to be \$19,144 using this method.⁵ (GC Exh. 1(qq), pg. 41.)

Respondent objects to this week-by-week comparison and contends that the overtime portion of the backpay liability should be calculated on a quarterly basis, similarly to how the backpay liability for regular hours was computed in the Compliance Specification. Respondent contends that the total of the average overtime hours for the comparable employees over each quarter should be deducted from the total overtime compensation that Hershey earned at interim employers for each quarter as was done with the regular hours, which results in lower backpay liability. Yet, the backpay liability numbers provided by Respondent do not rely upon quarterly calculations but rather it offsets quarters of lower interim earnings than backpay liability with quarters of higher interim earnings than backpay liability. (Tr. 115; GC Exh. 1(oo), pg. 8 of Spreadsheet 1, Net Backpay calculation column.) Indeed, Respondent's own calculations show five quarters during which Hershey's total interim earnings were less than the backpay liability for those quarters, totaling a backpay liability of \$16,507.12. *Id.* Thus, Respondent's calculations ignore long standing Board precedent that holds that interim earnings that exceed gross backpay in any quarter are not applied against gross backpay in any other quarter. See, *F. W. Woolworth Co.*, 90 NLRB 289, 293 (1950); see also, NLRB Casehandling Manual (Part Three) Compliance, Sec. 10564.3. Thus, the difference between the Compliance Specification's and the Respondent's calculation of the gross backpay by quarters is \$2,637.

This difference in quarterly gross backpay sums is a result of the Compliance Specification's weekly comparison of overtime hours. In asserting that this is the correct method to calculate backpay liability, General Counsel relies upon the Board's Compliance Manual Section 10554.3, entitled "Interim Earnings Based on Hours in Excess of Those Available at Gross Employer Not Deductible," which states:

In cases where a discriminatee worked substantially more hours for an interim employer than he or she would have worked for the gross employer, only interim earnings based on the same number of hours as would have been available at the gross employer should be offset against gross backpay. Citing, *United Aircraft Corp.*, 204 NLRB 1068, 1073-1074 (1973); See also *EDP Medical Computer Systems*, 293 NLRB 857, 858 (1989) (Interim earnings from hours worked in excess of hours available at the respondent employer should not be deducted to reduce backpay liability).

In *EDP Medical Computer Systems*, 293 NLRB 857, 858 (1989), the Board held that a "backpay claimant who 'chooses to do the extra work and earn the added income made available on the interim job' may not be penalized by having those extra earnings deducted from the gross

⁵ In Schedule E, the gross backpay for each week is reduced by 5% for the contribution to the 401(k) plan in which Hershey had participated prior to his discharge, resulting in a net backpay liability of \$11,683. (GC Exh. 1(qq), pg. 53.)

backpay owed by the Respondent.” Citing, *United Aircraft Corp.*, 204 NLRB 1068, 1073 (1973). In *United Aircraft*, the Board enforced the administrative law judge’s finding that

supplemental earnings from a "moonlighting" job constitute an exception to the rule that interim earnings are deductible from gross backpay, supplemental earnings from "excess overtime" on an interim job should likewise constitute an exception. Earnings from such extra effort, whether exerted on "excess overtime" or a "moonlighting" job, should operate to the advantage of the backpay claimant, not of the employer required to make him whole for a discriminatory discharge. Moreover, if [a discriminatee's] backpay plus 'excess overtime' seems to make him more than "whole," it is as a result of his extra effort above and beyond his performance of a full-time job, not because the [r]espondent is required to do more than make him whole for the loss of earnings suffered as a result of his unlawful termination.

In *Regional Import & Export Trucking Co.*, 318 NLRB 816, 818 (1995), the Board reaffirmed this approach and held "any pay for hours worked for any employer during the backpay period in excess of those hours which [the backpay claimant] would have worked at the Respondent Employer should be considered supplemental income and should not be deducted as interim earnings." (Emphasis added.) See also, *Center Service System Division*, 355 NLRB 1218, 1221 (2010). The Board in *United Aircraft* held that such overtime work should "operate to the advantage of the backpay claimant, not of the employer required to make him whole for a discriminatory discharge." This is what was done in the Compliance Specification.

Thus, I find that the Compliance Specification’s comparison of weekly overtime hours to determine if there was overtime pay for hours worked for an interim employer in excess of those hours which Hershey would have worked for Respondent and vice versa is an appropriate method of calculating overtime hours. I also find that the Compliance Specification is correct in not deducting the pay for the overtime hours performed by Hershey at interim employers in excess of what was available if he was employed by Respondent. Furthermore, I find that the Compliance Specification correctly included backpay liability for any overtime hours that were available at Respondent in excess of the overtime hours worked by Hershey at interim employers on a weekly basis.

5. Was it appropriate not to deduct union dues, uniform fees, and unemployment benefit payments to Hershey from the backpay liability figure?

Respondent contends that the failure to deduct union dues, uniform fees and unemployment benefit payments from the backpay figure in the Compliance Specification was unreasonable. I find that none of these amounts should have been deducted from the backpay figure. First, employees earn a particular amount of pay and may or may not under the circumstances owe union dues to a union.⁶ Thus, in determining how much Respondent owes Hershey in backpay, any possible obligation that Hershey may have to pay dues to a union is not factored into that calculation. Respondent did not assert that under these circumstances it was under some duty

⁶ Respondent claims that Hershey would have been required to pay union dues under the IBT labor agreement’s Article 1, Union Shop and Dues provision. General Counsel contends that because Michigan, where Hershey worked, passed the Michigan Freedom to Work Act that would have relinquished any requirement to pay dues in order to continue to be employed by Respondent. I find it is unnecessary to determine the effect of this law on the IBT labor agreement, because regardless of the effects of this state statute, I find it inappropriate to deduct the dues from the backpay liability for the reasons discussed herein.

to remit dues pursuant to the IBT labor agreement on Hershey's behalf and would do so. Instead, Respondent contended that Hershey should not get the benefit of this amount in a backpay calculation because if he was still employed, Respondent would deduct dues from his pay. What Respondent fails to consider is that its unlawful discharge of Hershey prevented him from enjoying any benefits of being a union member while working for Respondent. Accordingly, I find no merit to the argument that union dues should be deducted from the backpay calculation.

Second, Respondent argued for the first time at the hearing that uniform fees should have been deducted from the backpay figure, because Respondent deducts from its drivers' pay a monthly uniform expense fee. General Counsel asserts that Respondent, by failing to raise this defense in its Answer to the Compliance Specification or by requesting to amend its Answer at hearing to include this defense, waived this argument. (GC Exh. 1(oo).) As support, the General Counsel cites to Board's Rules and Regulations Section 102.56(b) and (c); *Airports Service Lines*, 231 NLRB 1272, 1273 (1977); *Baumgardner Co.*, 298 NLRB 26 (1990). I agree with General Counsel that Respondent failed to meet its burden to raise this defense in its Answer or request to amend its Answer as required under Board regulations and precedent. I also find that Respondent's unlawful discharge of Hershey prevented him from getting the benefit of wearing the uniform required by Respondent; therefore, it is unreasonable to deduct that amount from the backpay amount due to him. Thus, I find that the uniform fees were correctly not deducted from the backpay amount in the Compliance Specification.

Finally, Respondent contends that the amount of money that Hershey received in unemployment insurance benefits should have been deducted from his backpay amount. Board precedent clearly establishes that "[u]nemployment compensation payments are not interim earnings under Board law." *Paint America Services*, 353 NLRB 973, fn. 5 (2009). See also, NLRB Casehandling Manual (Part Three) Compliance, Sec. 10554.1 ("Unemployment insurance payments are collateral benefits; as such, they are not interim earnings and are not offset against gross backpay.") Citing, *NLRB v. Gullett Gin Co.*, 340 U.S. 361 (1951); *Paint America Services*, 353 NLRB 973 (2009). Accordingly, I find that any money Hershey may have received in unemployment benefits during the backpay period was correctly not deducted from the gross backpay figure in the Compliance Specification.

B. Were the interim expenses correctly not offset by interim earnings and reasonably calculated?

The interim expenses in the Compliance Specification consist of expenses Hershey incurred in commuting to and from work at interim employers in excess of what General Counsel contends Hershey would have traveled to work for Respondent. (GC Exh. 1(qq).) Respondent does not contend that the Compliance Specification is incorrect in the formula or mileage amounts for the various locations used to calculate the interim expenses. Instead, Respondent contends that interim expenses are not warranted in the instant case pursuant to the Board's decision in *King Soopers, Inc.*, 364 NLRB No. 93 (2016), and that the interim expenses in the Compliance Specification were derived from mileage information from the wrong facility of Respondent. (Tr. 146; GC Exh. 1(oo).)

Respondent asserts that the Board's holding in *King Soopers* does not apply to the instant case because Hershey was not similarly situated to the two example situations used by the Board in *King Soopers* to illustrate its point that interim expenses should not be offset by interim earnings. *Id.* slip op. at 5. The Board used two examples to highlight the injustice of offsetting interim expenses against interim earnings especially in certain circumstances. First, the Board

noted that discriminatees who were unable to find interim employment did not receive any compensation for their search-for-work expenses. Second, the Board noted that discriminatees who found jobs that paid lower than their expenses did not receive full compensation for their search-for-work and interim employment expenses. Respondent misreads the Board's holding in *King Soopers* to apply only when the discriminatee is similarly situated to the hypothetical discriminatees in these two examples. To the contrary, the Board used these two worst case scenarios to highlight the need for the change in its precedent, but it did not find that its holding was limited to these circumstances. Instead, the Board stated that respondents are liable for interim expenses in the same manner that they are liable for other expenses, (i.e. medical expenses and retirement fund contributions) incurred as a direct result of being unlawfully discharged without those expenses being offset by interim earnings. *Id.* slip op. at 6. Therefore, just as a discriminatee would be compensated for medical expenses incurred as a result of an unlawful discharge, despite the fact that the discriminatee made a higher wage from an interim employer, travel expenses to an interim employer should not be offset against interim earnings. See *JG Restaurant Ventures, LLC, d/b/a Big Louie's Pizza*, 365 NLRB No. 144, slip op. at 3 (2017) (Board orders that search for work and interim employment expenses shall be calculated separately from taxable net backpay.) Thus, contrary to Respondent's argument, I find that the interim travel expenses in the Compliance Specification were correctly not offset by Hershey's interim earnings.

Respondent also contends that Hershey would have reported for work during the entire backpay period at its Flat Rock, Michigan facility not its Pontiac, Michigan facility. The distance from Hershey's home to the Pontiac facility was used to determine interim expenses in the Compliance Specification, not the distance from Hershey's home to the Flat Rock facility which is farther from Hershey's residence than his interim employment was located.

In the fall of 2012, Hershey was working at Respondent's Pontiac facility, but as the winter months approached, work for quad axle drivers decreased at the Pontiac facility. Respondent offered Hershey and other employees, who normally reported to the Pontiac facility, temporary work out of its Flat Rock facility, which was approximately an hour commute each way. Hershey contends that he and four other employees, who accepted the work out of the Flat Rock facility, were told that they would be compensated in some form for the extra commute to the Flat Rock facility. Hershey also testified that he was instructed by dispatcher Tony Allen to report to the Pontiac facility every morning before going to the Flat Rock facility and to return to the Pontiac facility every evening to turn in paperwork. (Tr. 124-125, 132, 156-157.) There is no dispute that Hershey was never compensated by Respondent for the extra commute to the Flat Rock facility. I credit Hershey's testimony that he believed he was required to report to the Pontiac facility before and after commuting to Flat Rock each day. No direct evidence was submitted to rebut this claim and Hershey acted consistent with that belief by reporting to the Pontiac facility throughout the time he worked out of the Flat Rock facility. I find it unnecessary to resolve the issue of whether Hershey's reporting to the Pontiac facility resulted in a legal requirement for Respondent to reimburse Hershey and the other employees for their commute time between the Pontiac and Flat Rock facilities.

Hershey testified that he and the other employees were told that the Flat Rock work was temporary, and Respondent presented no evidence to contradict this testimony. (Tr. 157.) Hershey also testified that approximately 1 month after he was discharged, while performing work for an interim employer, he passed the worksite at which he performed work out of the Flat Rock facility. Hershey witnessed another company's vehicles performing the work that he and other employees of Respondent had been performing. (Tr. 127.) Respondent never directly contradicted that the work Hershey was performing out of the Flat Rock facility had

discontinued. Instead, Respondent contended that Hershey would have continued to work on some series of jobs out of the Flat Rock facility throughout the backpay period without submitting any invoices, time records or any other evidence to support its assertion. The only evidence submitted was testimony by general manager Laming in response to leading questions by Respondent's counsel that until some undefined time before the hearing there was at least one Lou's Transport employee driving from the north to perform work at the Flat Rock facility. (Tr. 146, 152, 153-154.) Despite Laming's testimony that Respondent maintains employee time cards, Respondent presented no evidence as to the number of employees performing this work, the seniority of those employees, or a lack of work for Hershey at the Pontiac facility. Again, I construe the ambiguity of the evidence in favor of the wronged party and not the wrong-doer and find that the Compliance Specification utilized the appropriate facility of Respondent for calculating mileage to determine interim travel expenses.

Accordingly, I find that the interim travel expenses are correctly not offset by Hershey's interim earnings and reasonably calculated in the Compliance Specification.

C. Were the 401(k) benefits correctly included in the total backpay liability and reasonably calculated?

Before being discharged, Hershey participated in the 401(k) plan provided by Respondent as a benefit of his employment pursuant to the IBT labor agreement. (Tr. 29; GC Exh. 6, pg. 32; GC Exh. 7, pg. 32.) Hershey regularly contributed 5% of his income to the plan and received a matching contribution of 0.5% from Respondent. Hershey's interim employers did not offer pension benefits until he started employment with the Road Commission for Oakland County in November of 2015. Since he became eligible, Hershey has contributed to the Road Commission's 401(a) plan. (Tr. 29, 33, 129; R. Exh. 8.)

Respondent contends that the inclusion of compensation for loss of 401(k) benefits in the Compliance Specification constitutes speculation on top of speculation.⁷ First, Respondent contends that it is mere speculation that Hershey would have continued to contribute to the 401(k). I agree that it is impossible to know whether Hershey would have consistently contributed to a 401(k) fund during the backpay period, but the inference that he would do so is based upon his consistent practice of contributing to the 401(k) fund while employed by Respondent and his election to again contribute to his current employer's 401(a) plan, the first available to him through his employment since his discharge. When, as here, a claimant's prior conduct supports an inference that they would have acted in a consistent manner, the benefit of doubt goes in favor of the aggrieved and against the wrong-doer. See, *Webco Industries, Inc.*, 340 NLRB 10, 11 (2003) (Board found employee's historical percentage of time for which he qualified for attendance bonuses while working for the respondent was a reasonable basis for projecting the percentage of time he would have received an attendance bonus if his

⁷ Respondent also contends that because the 401(k) compensation liability was not included in the compliance specifications issued by the Region until the fourth amended compliance specification issued, it is somehow inappropriate to award compensation for any loss of 401(k) benefits. The fact that earlier drafts of the Compliance Specification may have been inaccurate and/or incomplete does not alter the purpose of the compliance proceeding in enforcing the Board's order "to make Hershey whole for any loss of earnings and other benefits suffered as a result of the discrimination against him." Indeed, Board precedent allows a second compliance specification and a second compliance hearing when it is necessary to address all the compliance issues. See, *Domsey Trading Corp.*, 357 NLRB 2161, 2161 fn. 1 (2011); NLRB Casehandling Manual (Part Three) Compliance, Sec. 10654.1. Therefore, I find no merit to Respondent's objection to the inclusion of compensation for the loss of 401(k) benefits in the Compliance Specification at issue.

employment had not unlawfully been terminated). Thus, I find that the Compliance Specification correctly assumes that Hershey would have continued to contribute 5% of his income to a 401(k) fund provided by Respondent and to receive the 0.5% match from Respondent, because it is based upon his contribution history while employed by Respondent. I further find that calculating the contribution amounts based upon the estimated gross backpay is a reasonable calculation method based upon the available evidence.

Second, Respondent contends that the 401(k) profits calculated in the Compliance Speculation are also based upon multiple levels of speculation. Again, I agree that the calculations are based upon speculation, but that is the nature of attempting to recreate the past in compliance specifications. The NLRB Casehandling Manual (Part Three) Compliance, Sec. 10544.3, specifically requires the inclusion of retirement benefits, including 401(k) benefits, in the make whole compliance specifications and notes that the evidence to make such calculations can be difficult to obtain. As noted above, the "Board is required only to adopt a formula which will give a close approximation of the amount due; it need not find the exact amount due." *Performance Friction*, supra at 1117. See also, *Design Originals, Inc.*, 343 NLRB 115, 117 (2004) (ordering the employer to make claimants whole for contractual contributions to 401(k) and any loss of interest they may have suffered as a result of the failure to make such payments).

The Compliance Specification estimates the lost 401(k) contributions from the beginning of the backpay period through November 2015, when Hershey had access to a 401(a) plan through an interim employer, and estimates the 401(k) profits through the third quarter of 2017 when the hearing took place.⁸ Schedule H of the Compliance Specification estimates the 401(k) compensation liability as \$11,513 by totaling \$7,461 in employee contributions, \$746 in employer contributions, and \$3,306 in projected profits through the time of the hearing. (GC Exh. 1(qq), Schedules F, G, and H.)⁹

The compliance officer testified that he attempted to use the Securian quarterly rate of returns to calculate the profits, but was informed that the Securian fund no longer exists and the rates of returns were not available. (Tr. 31, 105.) Instead, the compliance officer used the Vanguard 500 fund's rate of return to estimate the profits, because it is a domestic equity fund similar to the Securian equity fund and that it publishes its quarterly rates of return, which are necessary for calculating the estimated profits. The Vanguard 500 fund is an equity fund like Securian was. During the relevant period, the Vanguard 500 closely approximated the S&P 500 but performed slightly weaker than the S&P 500. Both of the Vanguard 500's gains and losses were used to calculate the approximate profits that Hershey would have enjoyed if he had been allowed to continue contributing to the Securian equity fund or another fund offered by Respondent. (Tr. 31-32, 106, 108.)

Respondent contends that the Compliance Specification should have used the rates of returns by one of the other 401(k) funds offered to Respondent's employees, but again submitted no evidence to support its apparent assertion that these funds rate of returns were substantially different than the Vanguard 500. The record is silent as to when the Securian equity fund

⁸ Within a few months of his discharge, Hershey had the option to withdraw or roll the value of the Securian 401(k) fund to another pension fund vehicle. As discussed below, Hershey elected to withdraw the value of his fund. (Tr. 109-110: GC Exh. 9.) Therefore, the calculations for the value of his 401(k) funds in the Compliance Specification start at zero on the date of his discharge.

⁹ The \$7,461 in employee contributions was deducted from gross backpay resulting in the net backpay figure discussed above. Therefore, only the employer contribution and projected profits totaling \$4,052 operates as an increase in the overall backpay liability.

ceased to be offered by Respondent, the names or types of the other 401(k) funds offered by Respondent, any evidence that their quarterly rates of return were available and/or substantially different than the rates of the Vanguard 500 fund used in the Compliance Specification.

5 I find the compliance officer's use of the Vanguard 500's quarterly rates of return reasonable in light of the unavailability of Securian's rates of return, because it was an equity fund similar to the fund offered by Respondent and it had available quarterly rates of return. Furthermore, Respondent presented no evidence in its Answer to the Compliance Specification or at hearing to support a finding that the use of the Vanguard 500's quarterly rates of return does not result
10 in a reasonable approximation of the rate of return that Hershey would have enjoyed if he was not unlawfully discharged.

Accordingly, I find that the method used to calculate the estimated employee contribution, employer matching contribution, and 401(k) profits in the Compliance Specification is
15 reasonable and the resulting amounts were correctly included in the total backpay liability.

D. Were consequential economic damages as a result of Hershey withdrawing funds from 401(k) correctly included in the total backpay liability?

20 General Counsel contends that because of his discharge Hershey suffered economic hardship, and as a result, he withdrew the \$753 that existed in his 401(k) shortly after his discharge. (Tr. 109-110, 131; GC Exh. 9 and 10.) The economic consequences of the withdrawal of the 401(k) funds are calculated in the Compliance Specification as consisting of a \$75 early withdrawal fee and \$420 in estimated profit losses. (Tr. 47-50; GC Exh. 1(qq), para. 16 and Schedule I.) I
25 agree with General Counsel that the early withdrawal penalty fee and any loss of profits due to the withdrawal of the 401(k) funds are consequential damages as a result of an action taken by Hershey which was not in the direct control of Respondent. As the General Counsel concedes, the Board's order in this matter does not require Respondent to reimburse Hershey for consequential damages. As the Board has recognized, current Board precedent does not
30 authorize it to award consequential damages. See, e.g., *Guy Brewer 43 Inc.*, 363 NLRB No. 173, slip op. at 2 fn. 2 (2016).

Accordingly, I find that the consequential damages were improperly included in the Compliance Specification.

35

SUPPLEMENTAL ORDER

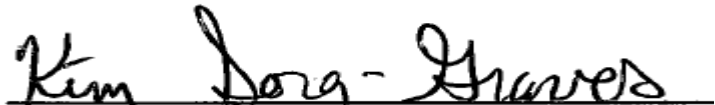
It is hereby ordered that Respondent, Lou's Transport, Inc. and T.K.M.S., Inc., its officers, agents, successors, and assigns, shall pay Michael Hershey the following amounts, which totals
40 \$49,817, plus interest accrued on the net backpay, bonuses, and interim expenses to the date of payment as prescribed in *New Horizons*, 283 NLRB 1173 (1987), and *Kentucky River Medical Center*, 356 NLRB 6 (2010), minus tax and withholdings required on the backpay and bonuses by Federal and State laws.

45	Net Backpay:	\$11,683
	Bonuses:	\$ 5,267
	Interim Expenses	\$21,354
	<u>401(k) Non-taxable Distribution:</u>	<u>\$11,513</u>
	TOTAL:	\$49,817

It is further ordered that Respondent reimburse Michael Hershey for any additional estimated lost 401(k) profits to the date of payment to be calculated by using the same method to calculate lost 401(k) profits set forth in the Compliance Specification.

5 It is further ordered that Respondent reimburse Michael Hershey for any adverse tax consequences, of receiving a lump-sum backpay award calculated for the calendar year in which the payment is made, allocating the backpay award to the appropriate calendar years as prescribed in *AdvoServ of New Jersey, Inc.*, 363 NLRB No. 143 (2016).¹⁰

10 Dated, Washington, D.C. January 25, 2018

A handwritten signature in black ink, reading "Kim Sorg-Graves", written over a horizontal line.

Kimberly Sorg-Graves
Administrative Law Judge

15

¹⁰ Schedule J of the Compliance Specification calculates that there would have been no adverse tax consequences as a result of Hershey receiving the lump-sum back payment calculated in the Compliance Specification in 2017, but that calculation may change based upon the year in which the payment is rendered.

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD**

LOU'S TRANSPORT, INC.
AND T.K.S., INC.

and

MICHAEL HERSHEY

Case 07-CA-102517

**ORDER TRANSFERRING PROCEEDING TO
THE NATIONAL LABOR RELATIONS BOARD**

A hearing in the above-entitled proceeding having been held before a duly designated Administrative Law Judge and the Decision of the said Administrative Law Judge, a copy of which is annexed hereto, having been filed with the Board in Washington, D.C.,

IT IS ORDERED, pursuant to Section 102.45 of the National Labor Relations Board's Rules and Regulations, that the above-entitled matter be transferred to and continued before the Board.

Dated, Washington, D.C., January 25, 2018.

By direction of the Board:

Roxanne L. Rothschild

Deputy Executive Secretary

NOTE: Communications concerning compliance with the Decision of the Administrative Law Judge should be with the Director of the Regional Office issuing the complaint.

Attention is specifically directed to the excerpts from the Board's Rules and Regulations and on size of paper, and that requests for extension of time must be served in accordance appearing on the pages attached hereto. **Note particularly the limitations on length of briefs with the requirements of the Board's Rules and Regulations Section 102.114(a) & (i).**

Exceptions to the Decision of the Administrative Law Judge in this proceeding must be received by the Board's Office of the Executive Secretary, 1015 Half Street SE, Washington, DC 20570, on or before **February 22, 2018**.

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
DIVISION OF JUDGES

LOU'S TRANSPORT, INC. and
T.K.M.S., Inc., a single employer and/or
Joint Employers,

Case No. 07-CA-102517

Respondents

and

MICHAEL HERSHEY, an Individual

Charging Party

**RESPONDENTS' EXCEPTIONS TO ADMINISTRATIVE
LAW JUDGE'S JANUARY 25, 2018 SUPPLEMENTAL DECISION**

Respondents Lou's Transport, Inc. ("Lou's") and T.K.M.S., Inc. ("TKMS"), by and through their attorneys **STEVEN A. WRIGHT, P.C.** and pursuant to National Labor Relations Board Rules and Regulations Section 102.46, submit as their Exceptions to Administrative Law Judge's January 25, 2018 Supplemental Decision the following:

Exception 1: Respondents take exception to Administrative Law Judge Kimberly Sorg-Graves' finding and ruling on page 4 of her Supplemental Decision that the correct back pay period was used in the Board's Compliance Specification¹.

¹ In referring to the "Board's Compliance Specification," Respondents mean the seventh (7th) version of the Compliance Specification that was made part of the record during the September 18, 2017 hearing in this matter. The Board's initial Compliance Specification was issued on November 6, 2015, and, from that date until the September 18, 2017 hearing, there were numerous amendments made to the initial Compliance Specification to correct errors found throughout an almost two-year process of the Board attempting to get its calculations correct. Specifically, in addition to the initial Compliance Specification issued on November 6, 2015,

Exception 2: Respondents take exception to Administrative Law Judge Kimberly Sorg-Graves' finding and ruling on pages 4-5 of her Supplemental Decision that appropriate comparable employees were used to calculate back pay in the Board's Compliance Specification.

Exception 3: Respondents take exception to Administrative Law Judge Kimberly Sorg-Graves' finding and ruling on pages 5-6 of her Supplemental Decision that the appropriate wage rate was used to calculate back pay in the Board's Compliance Specification.

Exception 4: Respondents take exception to Administrative Law Judge Kimberly Sorg-Graves' finding and ruling on pages 6-8 of her Supplemental Decision that overtime was calculated appropriately in the Board's Compliance Specification.

Exception 5: Respondents take exception to Administrative Law Judge Kimberly Sorg-Graves' finding and ruling on pages 8-9 of her Supplemental Decision that it was appropriate not to deduct union dues, uniform fees, and unemployment benefit payments from the back pay liability figure in the Board's Compliance Specification.

Exception 6: Respondents take exception to Administrative Law Judge Kimberly Sorg-Graves' finding and ruling on pages 9-11 of her Supplemental Decision that interim expenses were reasonably calculated in the Board's Compliance Specification and correctly not offset by interim earnings.

Exception 7: Respondents take exception to Administrative Law Judge Kimberly Sorg-Graves' finding and ruling on pages 11-13 of her Supplemental Decision that the 401(k) benefits were correctly included in the total back pay liability and reasonably calculated in the Board's Compliance Specification.

amended specifications were issued on June 27, 2016, December 8, 2016, August 3, 2017, August 14, 2017, and two further amended versions on September 18, 2017.

Exception 8: Respondents take exception to Administrative Law Judge Kimberly Sorg-Graves' Supplemental Decision and Supplemental Order because they run contrary to the stated purpose of back pay awards.

Exception 9: Respondents take exception to an Administrative Law Judge being charged with making findings of facts and conclusions of law, as doing so violates the United States Constitution and it deprived Respondents of an Article 3 judge or jury.

Respectfully submitted,

STEVEN A. WRIGHT, P.C.

/s/ Amy D. Comito

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Attorneys for Respondent

Dated: February 19, 2018

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EXHIBIT LIST

<u>EXHIBIT</u>	<u>DESCRIPTION</u>
A	Excerpts from 9/18/17 Hearing Transcript in front of ALJ Sorg-Graves
B	Two (2) Labor Agreements
C	Compliance Specification
D	Amended Compliance Specification
E	Second Amended Compliance Specification
F	Third Amended Compliance Specification
G	Fourth Amended Compliance Specification
H	Amended Fourth Amended Compliance Specification
I	Spreadsheet numbers 1, 2, & 3
J	Hershey's Payroll Journal and Job/Cost Reports
K	Hershey's Claim for Unemployment Benefits
L	Amended Spreadsheet #1
M	Amended Spreadsheet #2
N	Amended Spreadsheet #3
O	Hershey's Interim Employment Records from Kraken Crushed Concrete, Calo & Sons Construction, Road Commission of Oakland County and Tia Marie Trucking

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
DIVISION OF JUDGES

LOU'S TRANSPORT, INC. and
T.K.M.S., Inc., a single employer and/or
Joint Employers,

Case No. 07-CA-102517

Respondents

and

MICHAEL HERSHEY, an Individual

Charging Party

**BRIEF IN SUPPORT OF RESPONDENTS' EXCEPTIONS TO
ADMINISTRATIVE LAW JUDGE'S JANUARY 25, 2018 SUPPLEMENTAL DECISION**

Respondents Lou's Transport, Inc. ("Lou's") and T.K.M.S., Inc. ("TKMS"), by and through their attorneys **STEVEN A. WRIGHT, P.C.** and pursuant to National Labor Relations Board Rules and Regulations Section 102.46, submit as their Brief in Support of Respondents' Exceptions to Administrative Law Judge's January 25, 2018 Supplemental Decision the following:

I. Relevant Background Facts

Charging Party Michael Hershey ("Hershey") was hired by Respondent Lou's as a driver on July 26, 2012. In November of 2012, he voluntarily took a job working out of Respondent's Flat Rock yard. (*See* Ex. A – 9/18/17 TR. pp. 122, 123¹.) Hershey drove a quad axle truck for

¹ All references to "TR" mean the transcript from the September 18, 2017 hearing in front of Administrative Law Judge Kimberly Sorg-Graves. Copies of all cited pages will be included in the document attached hereto as Ex. A.

Respondent (Ex. A – 9/18/17 TR. p. 121), and his wages were set by a Labor Agreement entered into between Respondent and the relevant union. (Ex. B – Labor Agreements, GC 6 and GC 7²; *See* Schedule A, p. 25 in each Agreement.) Hershey’s employment with Respondent Lou’s was terminated on March 27, 2013, at which time he was still working from the yard in Flat Rock (Ex. A – 9/18/17 TR. p. 127).

II. Procedural History

The National Labor Relations Board (the “Board”) issued its original Compliance Specification on November 6, 2015. (Ex. C – Compliance Specification, GC 1(f).) The Board issued its Amended Compliance Specification on June 27, 2016. (Ex. D – Amended Compliance Specification, GC 1(o).) The Board issued its Second Amended Compliance Specification on December 8, 2016. (Ex. E – Second Amended Compliance Specification, GC 1(v).) The Board issued its Third Amended Compliance Specification on August 3, 2017. (Ex. F – Third Amended Compliance Specification, GC 1(gg).) The Third Amended Compliance Specification included a completely new element of damages related to Hershey’s 401k, an element of damages which was never asserted in any of the prior versions of the Compliance Specification, and an element of damages asserted for the first time just over a month before the scheduled hearing date. Before Respondents had the opportunity to file their Answer to the Third Amended Compliance Specification, General Counsel advised Respondents that the Board would be filing another amended compliance specification. The Board issued its Fourth Amended Compliance

² All references to “GC” (followed by a number or number/letter combination) mean the exhibits offered by the General Counsel and admitted into evidence during the September 18, 2017 hearing in front of ALJ Sorg-Graves. All references to “R” (followed by a number) mean the exhibits offered by Respondents and admitted into evidence during the September 18, 2017 hearing in front of ALJ Sorg-Graves.

Specification on August 14, 2017. (Ex. G – Fourth Amended Compliance Specification, GC 1(ii).)

The matter proceeded to a compliance specification hearing on September 18, 2017 (the “Hearing”). At that time, General Counsel, on the record, noted mathematical errors in the Fourth Amended Compliance Specification, the errors being found after the document was filed but before the Hearing date. The Board did not have time to file a Fifth Amended Compliance Specification prior to the Hearing, so at the Hearing General Counsel presented a “red-lined” version of the Fourth Amended Compliance Specification (which made the corrections to the math errors) and Administrative Law Judge Sorg-Graves ruled that the corrected document would be referenced as the Amended Fourth Amended Compliance Specification. (Ex. H – Amended Fourth Amended Compliance Specification, GC 1(qq).) During General Counsel’s direct examination of the Board’s Field Examiner at the Hearing, additional errors in the Amended Fourth Amended Compliance Specification were noted. Specifically, the Amended Fourth Amended Compliance Specification contained the incorrect Schedules D and E, and pages 52 and 53 were missing. As such, pages 11-60 of the Amended Fourth Amended Compliance Specification were replaced during the proceedings themselves, thereby revising the Amended Fourth Amended Compliance Specification yet again.

During the Hearing, the Board identified three elements of damages of which Hershey’s damage claim consisted: (1) lost wages, (2) interim expenses (mileage), and (3) 401k losses. Testimony and documentary evidence were presented to ALJ Sorg-Graves by Respondents and General Counsel, and ALJ Sorg-Graves issued her Supplemental Decision and Supplemental Order on January 25, 2018. It is from this Supplemental Decision Respondents file their Exceptions and Brief in Support.

III. Argument

Exception 1: Respondents take exception to Administrative Law Judge Kimberly Sorg-Graves' finding and ruling on page 4 of her Supplemental Decision that the correct back pay period was used in the Board's Compliance Specification.

Response 1: In the Compliance Specification, the back pay period ran from March 27, 2013 through August 22, 2016. ALJ Sorg-Graves rejected Respondents' position that back pay should be cut off as of November 2014, the time at which Hershey testified under oath at the underlying unfair labor practice hearing that he did not want reinstatement, finding that Respondents' question during the unfair labor practice hearing did not meet the standards required in making an unconditional offer of reinstatement. This finding misses the point made by Respondents. During the September 18, 2017 Hearing, Hershey confirmed the testimony he gave on November 24, 2014, that being that he did not want to be reinstated at Respondent Lou's. (*See* Ex. A – 9/18/17 TR. p. 137.) On cross examination of Hershey, General Counsel got Mr. Hershey to testify that he was not presented with an offer of reinstatement in November 2014. However, it is Respondents' position that given Hershey's testimony on November 24, 2014, under oath and in front of an Administrative Law Judge, that he did not want to be reinstated, making an offer of reinstatement was futile. If making an offer was an exercise in futility, based upon Hershey's own testimony while under oath, testimony which he confirmed almost three years later, then back pay should have been tolled as of November 24, 2014.

Exception 2: Respondents take exception to Administrative Law Judge Kimberly Sorg-Graves' finding and ruling on pages 4-5 of her Supplemental Decision that appropriate comparable employees were used to calculate back pay in the Board's Compliance Specification.

Response 2: Respondents asserted that Kevin Moore, Sr. (“Moore”) was the most reasonable comparable to use to calculate Hershey’s back pay. Moore, like Hershey, was a quad axle driver, putting Moore and Hershey in the same classification for purposes of their pay increases under their union agreement. Also, Moore was hired in May 2012, less than two months prior to Hershey’s hire date. General Counsel, however, used Ronnie Smith and Gary Forsyth as comparables, even though they had hire dates of April and May 2011, giving them more than one year of seniority over Hershey. At the Hearing, the Board’s compliance officer stated that he did not use Moore as a comparable because there were unexplained gaps in his employment. The General Counsel argued that despite requests for documents from Respondents in April – June 2017 which may explain the gaps, Respondents failed to provide anything. As such, ALJ Sorg-Graves ruled that because Respondents did not provide General Counsel with requested lay-off documents in 2017, and because ambiguities remained about the reasoning for the comparables’ lay-offs without the requested documents, then the doubts or ambiguities should be resolved in Hershey’s favor as the wrong party, with the result being that Ronnie Smith and Gary Forsyth were found to be comparable employees for purposes of calculating back pay. This ruling ignores the evidence and testimony from the Hearing. Indeed, the Board’s Field Examiner, Mr. Daniel Molenda (“Mr. Molenda”) made it clear that in his calculations, he assumed Hershey would make the same amount as Moore because they were in the same class. (*See* Ex. A – 9/18/17 TR. p. 90.) As acknowledged by the Board, Moore did not work during the first quarters of 2014 and 2015 (*See* Ex. E – Second Amended Compliance Specification, Schedule E). Mr. Molenda testified during the Hearing that Moore was not used as a comparable because of those gaps in his employment. Those gaps, however, prove

Respondents' point, that being that the Board presented no evidence to show that Hershey, a driver with less seniority than Moore, would have worked during those times.³

Given the above, the amounts of back pay and expenses in those two quarters (first quarters of 2014 and 2015) for Moore as a comparable should be \$0, which they were in the Board's Second Amended Compliance Specification (Ex. E), and Hershey's corresponding back pay and expenses for those two quarters should be \$0. However, because these facts were unfavorable to Hershey and the Board's resulting calculations, the Board did not use the most appropriate comparable (Moore).

The comparables used by the Board, Ronnie Smith and Gary Forsyth, had more than a year of seniority over Hershey. Having more than one year's seniority, the Board acknowledged that their pay rates would be higher than Hershey's, as the Board acknowledged the wage rates were set by union contract that called for a yearly increase. (*See* Ex. G – Fourth Amended Compliance Specification.)

ALJ Sorg-Graves' ruling on this issue also ignores the fact that the Board started calculating back pay in early 2015, after the underlying unfair labor practice hearing and well before the issuance of the first compliance specification. More than two years later, the Board was still requesting documents from Respondents and still trying to get its calculations correct. The Board and General Counsel, throughout more than two years, continuously requested various documents, information, or records from Respondents, and Respondents provided what was requested. At some point, however, the Board had to simply live with its erroneous calculations and allow the matter to proceed to hearing and allow Respondents the opportunity to prepare for the hearing without the fear of yet another compliance specification. Every time

³ Regarding Mr. Forsyth, one of the Board's comparables, a gap in employment (as a driver) was created when Mr. Forsyth worked dispatch. However, during those gap periods, the Board did not use Mr. Forsyth. Therefore, the existence of any gaps should not have been an issue.

Respondents provided the Board and General Counsel with documents or information, the compliance specification was revised, one time adding an entirely new element of damages; Respondents had to incur the time and expense of preparing and filing another answer; and on several occasions, the compliance specification hearing had to be adjourned. Respondents are aware of no rule, law, or regulation which says that the Board can amend its compliance specification an unlimited number of times, request documents from Respondents over as long a period as it wants, and postpone the hearing requested by Respondents for as long as it wants. At some point, fairness and justice need to come into play. At some point, the Board had to be accountable for its inability to prepare an accurate compliance specification, and there had to be an end to the continuous changes and delays.

Exception 3: Respondents take exception to Administrative Law Judge Kimberly Sorg-Graves' finding and ruling on pages 5-6 of her Supplemental Decision that the appropriate wage rate was used to calculate back pay in the Board's Compliance Specification.

Response 3: In this ruling, ALJ Sorg-Graves again took the position that there was an ambiguity in the record which was automatically decided in Hershey's favor and against Respondents. The purported ambiguity stemmed from a periodic wage variation for Board comparable Ronnie Smith who sometimes received \$2 or more per hour than what his labor agreement wage rate called for. The Compliance Specification was prepared based upon the assumption that the variance was due to prevailing wage jobs during the times of increase and that Hershey would have received the same increase. (See Ex. A – 9/18/17 TR. pp. 80-81, 86-87.) This assumption was not supported by any documentary evidence at the Hearing. Further, the assumption was disputed by the testimony of Respondents' witness Dave Laming ("Mr. Laming") who testified that there were no prevailing wage jobs during that time period for which

Lou's drivers were paid prevailing wages and, instead, the two different pay rates during a given pay period for the comparable were for times when he trained other (new) drivers – the driver (comparable) was paid a little bit more per hour to train. (*See* Ex. A – 9/18/17 TR. pp. 146-147.) Nonetheless, ALJ Sorg-Graves found that the testimony from Mr. Laming did not clear up the ambiguity because Mr. Laming testified that the \$2 increase was a premium paid to Ronnie Smith for training new drivers, yet Mr. Smith's increase was sometimes more than the \$2 premium of which Mr. Laming testified. Moreover, according to the Supplemental Decision, Respondents provided no evidence that Hershey, who had 35 years of driving experience, would not have been eligible for the \$2 training premium or other increases in wages above the contractual wage rate that Smith enjoyed. This finding ignores other evidence presented at the Hearing. First, it ignores Hershey's own testimony where he admitted that he had no evidence or information to dispute Mr. Laming's testimony that Ronnie Smith was paid \$2 extra for training. (Ex. A – 9/18/17 TR. pp. 159-160.) Secondly, the finding ignores the fact that Hershey had only been with Respondent Lou's for eight (8) months at the time of his termination. Hershey was a new driver, at least with respect to his employment with Lou's, so it is logical and reasonable that Ronnie Smith, who had more than a year of seniority over Hershey, would be asked and paid to train new drivers and that Hershey would not.

While the Board suggested in its Fourth Amended Compliance Specification (Ex. G) that it used the rates Hershey would have made if he still had been employed by Respondent, those were not the rates used. (*See* Ex. G, page 2, paragraph 4.) The hourly rate that Hershey would have earned pursuant to the union contracts is:

3/30/13 - 7/06/13	\$13.30 (1-year rate under old contract)
7/13/13 - 3/15/14	\$14.01 (2-year rate under old contract)

Note: The new union contract went into effect after the 3/5/14 payroll

3/22/14 - 6/28/14	\$15.75 (remainder of 2 nd year under new contract)
7/05/14 - 6/27/15	\$16.25 (3 rd year)
7/04/15 - 6/25/16	\$16.75 (4 th year)
7/02/16 - 8/20/16	\$17.25 (5 th year)

(*See* Ex. B – Labor Agreements.) It is important to Note that the Board admitted at the Hearing that the three spreadsheets prepared by Respondents (attached to Respondents’ Answer to the Fourth Amended Compliance Specification) were all correct, using all the correct wage rates and payroll hours and that all changes were noted in YELLOW. (*See* Ex. A – 9/18/17 TR. pp. 68-73.) Indeed, when asked, Mr. Molenda specifically admitted that he found NO ERRORS in the Respondents’ spreadsheets. (*See* Ex. A – 9/18/17 TR. p. 77.) The three spreadsheets are attached hereto as Exhibit I, and they were part of GC 1(oo) admitted into evidence during the Hearing.

In addition, the Compliance Specification did not use the correct wage rate from Hershey’s interim employment.⁴ In preparing its Compliance Specifications, the Board failed to use Hershey’s actual pay from his interim employment, although the Board had all the information available to do so.⁵ Instead, the Board used an estimate or average of Hershey’s interim employment pay. Respondents highlighted these errors in the spreadsheets attached to Respondents’ Answer to the Fourth Amended Compliance Specification (*see* Ex. I) and referenced during the Hearing.

⁴ Respondents made this argument in their Post Hearing Brief filed in this matter on November 6, 2017. However, ALJ Sorg-Graves did not address this argument in her Supplemental Decision. So as not to waive the argument or issue, Respondents will reiterate their argument here.

⁵ The Board was provided with Hershey’s payroll records from Hershey’s interim employers which included Kraken (R3), Calo & Sons (R4), Tia Marie (R6), and Road Commission of Oakland County (R5). All of these records (R3-R6) are attached hereto as Exhibit O.

Exception 4: Respondents take exception to Administrative Law Judge Kimberly Sorg-Graves' finding and ruling on pages 6-8 of her Supplemental Decision that overtime was calculated appropriately in the Board's Compliance Specification.

Response 4: Essentially, ALJ Sorg-Graves ruled that the Board had carte blanche to calculate overtime however it wanted. When you look at the bottom line, as illustrated in the spreadsheets comprising Exhibit I, the truth of the matter is that Hershey made more money at his interim employment, by working less hours, than what he would have made if he were still employed with Respondent. The Board, however, did not like that outcome or reality. As such, the Board tried to find a way around it. The Board's solution was to use one methodology to calculate back pay (quarterly) and another methodology to calculate overtime (weekly), and ALJ Sorg-Graves allowed the Board to do so.

Although the Board calculated everything else on a quarterly basis, it calculated overtime on a weekly basis. The Board did so without any legal support to justify using inconsistent methodologies. In doing so, the Board improperly distributed overtime hours – essentially, the Board took Hershey's available overtime hours and split them in half, one half added to week one in a bi-weekly pay period and the other half added to week two in the bi-weekly pay period. An example best illustrates the Board's error. Say, for example, that the Board's comparables worked 40 hours of overtime during a two week pay period. The Board, in its calculations, took the 40 hours of the comparables' overtime and assigned 20 hours to week one of the pay period and 20 hours to week two of the pay period. The Board did so without knowing how those 40 hours of overtime were actually distributed. It may have been the case that 10 of the overtime hours were worked during the first week of the pay period and the other 30 overtime hours were worked during the second week of the pay period. The Board did not know the correct allocation

– it assumed or guessed – and the Board never bothered to ask for records (timesheets) which would have shown exactly how the overtime was allocated during the pay period. Mr. Molenda, the Board’s Field Examiner, acknowledged this inconsistent methodology and overtime guesswork during the Hearing. (*See* Ex. A – 9/18/17 TR. pp. 62-63; 75-76.)

The problem with the Board’s assumptions and guesses is that when they are applied to a quarterly back pay calculation, they create calculations to Respondents’ detriment, while also creating calculations to Hershey’s advantage. Using the example above, let’s say that Hershey also worked 40 hours of overtime at his interim employment during the same pay period as the comparables, but his overtime hours were worked in the opposite manner as the comparables, i.e., Hershey worked 30 overtime hours during the first week of the pay period and 10 hours of overtime during the second week of the pay period. In that situation, using the Board’s methodology, during week one of the pay period (comparables worked 10 hours of overtime and Hershey worked 30), Respondents were not given any kind of credit for the 20 extra hours of overtime Hershey was able to work at his interim employment during that first week. During week two, however, when the comparables had 30 hours of overtime and Hershey only had 10 at his interim employment, Hershey was essentially given a credit (and Respondents were penalized) for the 20 hours of overtime that he “lost” during the second week. Although in the example both sides worked 40 hours of overtime, Hershey received a windfall calculation for that pay period because the Board looked at the overtime on a weekly basis, instead of a quarterly basis, and because the Board simply took the overtime hours and split them in half. Such a result makes no sense, and the inconsistent methodology is illogical and unfair to Respondents.

The ALJ's Supplemental Decision attempted to explain allowing the guessing of overtime. The Supplemental Decision stated that Respondents provided the Board with biweekly payroll information for the comparable employees, which gave total regular hours and overtime hours for each two-week payroll period, but that Respondents did not provide time cards or other information from which the Board could have derived the accurate regular and overtime hours to attribute to each week. However, the Board never requested such documents from Respondents, nor did the Board indicate that it was willing to change its methodology if Respondents provided such documents or records. The ALJ's Supplemental Decision suggested that the Board had no other information from which to work, so it made the best of what it had. That is not the case at all. The Board did not request any additional information regarding overtime, and it is apparent that the reason the Board never requested such information was because it had no intention of using the information, knowing that it would change their calculations in a way that was detrimental to Hershey and beneficial to Respondents.

The Board mixed its methodologies because calculating overtime on a quarterly basis would not have resulted in favorable calculations for Hershey. Using the Board's computations, applying Hershey's actual wages (discussed above) and correcting the overtime calculation to a quarterly basis instead of weekly, the calculation for net back pay only would be -\$2,224.77, meaning that Hershey made more money at his interim employment. (*See* Ex. I, Spreadsheet #1, p. 1.) It is interesting to note that the Supplemental Decision which discusses the overtime calculation issue, and the Board precedent relied upon by ALJ Sorg-Graves, supports Respondents' point. On page 7 of the Supplemental Decision, ALJ Sorg-Graves discussed Respondents' objection to the week-by-week comparison and Respondents' contention that the overtime portion of the back pay liability should be calculated on a quarterly basis just like the

regular hours were computed in the Compliance Specification. In doing so, ALJ Sorg-Graves stated that Respondents' own calculations show five quarters during which Hershey's total interim earnings were less than the back pay liability for those quarters. As such, according to ALJ Sorg-Graves, Respondents' calculations ignore long standing Board precedent that hold that interim earnings that exceed gross back pay in any quarter are not applied against gross back pay in any other quarter. (See January 25, 2018 Supplemental Decision, p. 7, lines 20-24, emphasis added.) As ALJ Sorg-Graves acknowledged in her reasoning, long standing Board precedent states that calculations are made quarterly.

The Supplemental Decision further stated that the difference in quarterly gross back pay sums was the result of the Compliance Specifications' weekly comparison of overtime hours, and that the Board and General Counsel relied upon the Board's Compliance Manual. Quoting a portion of the Manual, ALJ Sorg-Graves' Supplemental Decision stated:

In cases where a discriminate worked substantially more hours for an interim employer than he or she would have worked for the gross employer, only interim earnings based on the same number of hours as would have been available at the gross employer should be offset against gross back pay.

See 1/25/18 Supplemental Decision, p. 7, lines 35-38. However, such reasoning is not applicable, as Hershey did not work substantially more hours for his interim employer than he would have worked for Respondent. Hershey worked less hours and earned more. Furthermore, there is nothing in this quoted portion of the Manual which says or suggests that the Board should use whatever methodologies it wants to achieve the highest result for the discriminatee. The statement or standard set forth above (from the Compliance Manual) only works in Hershey's favor if overtime is calculated weekly instead of quarterly, and that is the reason the Board chose to mix the methodologies. The Board's error in the Compliance Specification does not stem

from the fact that it allowed for or included overtime in its interim earnings and gross back pay calculations – the error is in the fact that the Compliance Specification calculates overtime in a manner inconsistent with the regular time calculations, solely for creating a windfall for Hershey.

In her Supplemental Decision, ALJ Sorg-Graves relied upon *EDP Medical Computer Systems*, 293 NLRB 857, 858 (1989), whereby “the Board held that a ‘backpay claimant who chooses to do the extra work and earn the added income made available on the interim job’ may not be penalized by having those extra earnings deducted from the gross backpay owed by the Respondent.” (See 1/25/18 Supplemental Decision, pp. 7-8.) Here, however, the Board not only gave credit to Hershey when he worked more overtime at his interim employment (by allowing Hershey to “keep” those amounts and not deduct those amounts), but the Board also penalized Respondent when Hershey missed out on overtime that would have been available if he were at Respondent Lou’s. Essentially, Hershey is being allowed to double dip.

The ALJ’s Supplemental Decision cited to other Board decisions that discussed the proposition that overtime hours worked by a claimant, which are in excess of those hours which the claimant would have worked at the Respondent employer, should not be deducted as interim earnings. If the overtime hours were fairly calculated, that may be a reasonable holding. However, calculating overtime hours on a weekly basis, while calculating regular hours on a quarterly basis, solely for the purpose of creating exactly the situation addressed by the Board decisions cited by the ALJ, is not permitted or suggested by any Board decision. While the holdings in the Board decisions cited by the ALJ may be reasonable (arguably), what’s not reasonable is manipulating the calculations so that the Board can achieve its desired result, i.e., having interim earnings that do not have to be deducted from gross back pay. Neither the Board, General Counsel, nor ALJ Sorg-Graves cited to a single case where a compliance specification

mixed methodologies for the purpose of creating a favorable result to the former employee, and where the Board or court held that doing so was permissible. If the Board used consistent calculation methods for both regular time and overtime (quarterly calculations as Board precedent calls for), and the result was that Hershey was entitled to back pay, then there would be no reason for Respondents to dispute that method of calculation. However, if the only reason for using a weekly calculation of overtime while using a quarterly calculation of regular is to purposely create a higher back pay number, then the Board must show how or why that is permissible. The Board has shown no such legal authority.

Exception 5: Respondents take exception to Administrative Law Judge Kimberly Sorg-Graves' finding and ruling on pages 8-9 of her Supplemental Decision that it was appropriate not to deduct union dues, uniform fees, and unemployment benefit payments from the back pay liability figure in the Board's Compliance Specification.

Response 5: Failing to deduct union dues, uniform fees and unemployment benefits runs contrary to the stated purpose of back pay, that being to put the employee in the same position he would have been but for his termination. The purpose of back pay is discussed in more detail in Response #8 below. Applying the purpose of back pay to this matter mandates that union dues, uniform fees and unemployment benefits be deducted from Hershey's back pay.

Exception 6: Respondents take exception to Administrative Law Judge Kimberly Sorg-Graves' finding and ruling on pages 9-11 of her Supplemental Decision that interim expenses were reasonably calculated in the Board's Compliance Specification and correctly not offset by interim earnings.

Response 6: Respondents' spreadsheets (Ex. I), admitted as correct by Mr. Molenda, demonstrated that if you correct the Board's numbers by ONLY using the correct payroll

information and using quarterly as opposed to weekly overtime, the total Board number could be no more than \$28,441.23. If you then included the correction for the correct wage rate, the Board's total number could be no more than \$27,034.87. If you then use the correct comparable and simply take out the first quarter payroll where Mr. Hershey would not have worked, the Board's total number could be no more than \$7,766.90.

All of those calculations have assumed that the Board's interim expenses number of \$21,346 is correct. However, with Hershey having earned more at his interim employment than he would have earned at Lou's, he is not entitled to mileage. The Board, however, asserted that Hershey is entitled to mileage expenses despite Hershey's greater interim employment earnings. In support of its position that Hershey is entitled to mileage, the Board relied upon the Board decision of *King Soopers, Inc.*, 364 NLRB 93 (August 24, 2016). Respondents argued that *King Soopers* does not apply to this matter. Specifically, the *King Soopers* Board ruled as it did because it believed that the Board's traditional approach resulted in less than make-whole relief for two reasons. First, discriminatees who were unable to find interim employment did not receive any compensation for their search-for-work expenses. Secondly, discriminatees who found jobs that paid lower than their expenses did not receive full compensation for their search-for-work and interim employment expenses. *King Soopers, Inc.*, 364 NLRB 93 (August 24, 2016). Neither of those two situations applies to Hershey. Hershey found employment almost immediately after his termination from Respondent Lou's. Therefore, there were no search-for-work expenses. The Board's own Schedule K (Ex. G, Fourth Amended Compliance Specification) supports this fact. Also, Hershey's interim employment did not pay less than his interim employment expenses, i.e., mileage expenses. As such, *King Soopers* is not applicable to

Hershey's situation where he found interim employment right away, and he made more money at his interim employment.

ALJ Sorg-Graves, however, held that the *King Soopers* Board was not really ruling on the two specific issues raised and discussed in its decision but, rather, the *King Soopers* Board simply used the specific circumstances of the case as just an example and to effectuate a more broad, overall change in the policy. That is not a proper interpretation of *King Soopers*. The *King Soopers* decision carved out two exceptions to the rule regarding certain expenses and whether to offset them to interim earnings or treat them as a separate element of the back pay award. Specifically, the *King Soopers* Board held that search-for-work expenses and interim employment expenses should be treated separately. The *King Soopers* case was specific to those two issues and those two expenses – it was not designated as a “catch-all” for any and all expenses. The very first sentence of the Decision and Order states what specifically the Board was deciding:

The primary issue in this case is whether the Board should modify the current make-whole remedy to require respondents to fully compensate discriminates for search-for-work expenses and expenses incurred in connection with interim employment.

King Soopers at p. 1, emphasis added. While it is true that the *King Soopers* Board discussed other expenses that were also deemed exceptions and were awarded separately from back pay, none of which included mileage, the fact remains that the *King Soopers* Board only decided on the search-for-work expenses and interim employment expenses, neither of which apply to the instant matter. Hershey was unemployed for approximately two weeks, and the testimony and evidence were clear that he did not suffer any search-for-work or interim employment expenses, and Hershey has never claimed such expenses. As such, *King Soopers* does not apply.

Aside from the fact that *King Soopers* does not even apply here, the other fact which makes interim expenses (mileage) non-existent is that Hershey's travel to his interim employment was actually less miles than his travel to Respondent Lou's. All the Board's mileage calculations to and from Hershey's employment with Respondent had Hershey going from his residence in either Lake Orion or Clarkston to Lou's yard in Pontiac. However, beginning in November 2012, and continuing without interruption until the day of Hershey's termination on March 27, 2013, Hershey worked out of Respondents' Flat Rock yard. As such, Hershey's commute (and resulting mileage) to and from his employment with Lou's was much farther than his commute (and resulting mileage) to and from any of his interim employers.⁶ The undisputed testimony and evidence at the Hearing was that Hershey's calculation of hours worked, and the calculation of the pay he received for the hours worked, started when Hershey arrived at the Flat Rock yard. Hershey testified to this (*see* Ex. A – 9/18/17 TR. pp. 133-134); Mr. Laming testified as to this fact (*see* Ex. A – 9/18/17 TR. pp. 143-145); and the documentary evidence admitted at the Hearing support this fact (*see* Ex. J – Time/Cost/Payroll Records, R9 and R10). Indeed, Hershey so informed the State of Michigan when he filed his unemployment claim. (*See* Ex. K – Unemployment Claim, R7.)

Both the Board and Hershey maintain that Hershey was required by a Pontiac supervisor to first drive to the Pontiac yard and then go to Flat Rock, and that Hershey was to be reimbursed by Respondent Lou's for this extra travel time. First, Respondents are aware of no law in the Sixth Circuit which states that an employer is required to compensate or reimburse an employee

⁶ All the mileage calculations from Hershey's residences (Lake Orion and Clarkston) to his various interim employers (Calo & Sons, Kraken, Tia Marie, and Road Commission of Oakland County) were stipulated to by the parties, and those calculations are contained within Ex. H – Amended Fourth Amended Compliance Specification, Schedule K of GC 1(qq)). The mileage calculations for Hershey's trip to Respondents' Flat Rock yard from both of his residences are set forth in R11 and R12, attached hereto as Exhibit P.

for traveling from point A to point B to report to work or even during employment. While many companies or employers do have mileage reimbursement policies, it is not a requirement mandated under any Michigan law or statute. Indeed, the Internal Revenue Service specifically allows an employee who has unreimbursed employment expenses to deduct them. If there was a rule that the employer had to pay for those, then what would be the need for a deduction? While it is the Board's position that Hershey is entitled to mileage with respect to his commute to his interim employment being farther than his commute when he worked for Respondent Lou's, that is an assertion that is different from an assertion that Michigan law requires that an employer pay an employee to report to a certain location for work. Simply put, it is undisputed that Hershey was not paid for any mileage until he arrived at Flat Rock. Since it was conceded that the mileage to/from Flat Rock was greater than any of Mr. Hershey's interim employment, Mr. Hershey would be entitled to \$0 in interim expenses under any scenario. (*See* Ex. A – 9/18/17 TR. pp. 98-99.)

Second, while irrelevant given that it is conceded that Hershey was required to travel to Flat Rock for his work and was not compensated for that drive, Hershey's testimony about being "required" to first report to Pontiac was contradicted by Mr. Laming when he testified that there was no such requirement (Ex. A – 9/18/17 TR. pp. 145-146) and, moreover, it was not necessary because Lou's had runners whose only job was to take daily driver/job paperwork from Respondents' other yards (Flat Rock, Milford, and Oxford) and deliver them to the main office in Pontiac for processing (Ex. A – 9/18/17 TR. p. 153). As such, there was no reason for Hershey or any of the other Flat Rock workers to first report to Pontiac. In addition, Hershey testified that he was not required to punch in at the Pontiac yard, and the person who allegedly

“required” that he report to Pontiac before going to Flat Rock was usually not even at the Pontiac yard in the morning when Hershey and the others arrived. (*See* Ex. A – 9/18/17 TR. p. 132.)

Third, even if one was to believe that Hershey was required to report to Pontiac with the promise of being paid to do so, the undisputed fact is that Hershey was not paid to first drive to Pontiac, and his hours and pay began when he arrived at Flat Rock. That fact is supported by testimony from Hershey himself and Mr. Laming. Further, it is supported by the documentary evidence. The supporting evidence presented at the Hearing included a Payroll Journal for Hershey’s pay records, as well as records specific to Hershey’s pay during the week of January 21-25, 2013. (*See* Ex. J.) The records admitted into evidence (Ex. J) showed that Hershey was paid for 45 hours that week; that Hershey was paid for 9 hours per day each of the five days; and that Respondent Lou’s billed its client or customer for 8.5 of those 9 hours each day. What these documents illustrated was that Hershey was paid .5 hours per day to travel to the job site from the Flat Rock yard and then back to the Flat Rock yard from the job site (15 minutes each way). That was Hershey’s time and compensation for his commute. The remaining 8.5 hours was Hershey’s time on the job site. There was no additional two hours or more per day paid to Hershey for going to Pontiac in the morning and driving back to Pontiac in the evening. At the time of Hershey’s termination, he was being paid for his time starting in Flat Rock – the testimony and evidence in that regard is undisputed. As such, mileage should be calculated using Flat Rock, not Pontiac

Contradicting Hershey’s testimony, Mr. Laming testified that there was no promise to Hershey by Respondents of an 11-hour day, with nine hours being designated for work and two hours for travel as Hershey claimed. Mr. Laming testified that when Respondent was bidding the job, there was talk from the customer about having an 11-hour day. However, that 11-hour

day was suggested by the customer, and it had nothing to do with making an 11-hour day so that Respondents could give employees two hours of drive time. It was eventually decided by the customer that the job would entail an 8.5-hour work day. (*See* Ex. A – 9/18/17 TR. p. 151.) As such, Respondent provided the drivers with 8.5 hours at the site and another .5 hours for travel.

Hershey's own written statement to the Michigan Unemployment Insurance Agency on April 1, 2013, just after his termination, was that he was working out of the Flat Rock yard as of the day of his termination and that Respondent Lou's never once paid or reimbursed him for driving to/from any location other than Flat Rock, and that he was not paid or reimbursed for first going to Pontiac. (*See* Ex. K, pp. 3-4.) These records show, along with Hershey's own testimony, that Respondent Lou's was not compensating Hershey for driving from Pontiac to Flat Rock. Hershey drove to Pontiac so that he could car pool with other Flat Rock drivers.

Hershey's claim that he was promised and entitled to reimbursement or compensation for starting in Pontiac is not only contradicted by Mr. Laming's testimony, but neither Hershey's labor union nor the Wage and Hour Division of the Department of Labor pursued a claim or action on Hershey's behalf for any kind of mileage reimbursement.

Mr. Laming further testified that there was no reason to believe that Hershey would not have continued to work out of the Flat Rock location, even after the initial project for which he was transferred to Flat Rock was complete. (*See* Ex. A – 9/18/17 TR. p. 154.) Mr. Laming also testified that there were quad drivers from Respondent Lou's working out of the Flat Rock location during the entire back pay period, so it was reasonable to conclude that Hershey would have remained there as well. (*See* Ex. A – 9/18/17 TR. pp. 154.)

To quantify what the removal of interim expenses does with respect to the Board's claim, we simply need to remove the \$21,346 in interim expenses from any of the above scenarios and we come up with the following:

- Ex. I – Spreadsheet #1: Total Board number adjusting only for actual payroll & quarterly overtime: \$28,441.23, then removing \$21,346 in expenses makes the Board number: \$7,095.23;
- Ex. I – Spreadsheet #2: Total Board number adjusting Spreadsheet #1 to correct the wage rate errors: \$27,034.87, then removing \$21,346 in expenses makes the Board number: \$5,688.87; and
- Ex. I – Spreadsheet # 3: Total Board number adjusting spreadsheet #2 to take out the first quarter payroll where the true comparable Kevin Moore did not work: \$7,766.90, then removing \$21,346 in expenses makes the Board number \$0.

Finally, the Board may claim that the above calculations net negative quarters against positive quarters and that is not allowed. The above data makes it clear that Hershey worked at least 1,100 hours less at his interim employment than he would have at Lou's, yet he made more money and had less expenses travelling to his interim employer which was closer than Lou's. However, since neither side has actually undertaken this calculation, Respondents provide it here for demonstrative purposes only:

- Ex. I – Spreadsheet #1: Making interim expenses \$0 and then removing any negative quarters results in the Net Backpay, Expenses and Bonuses being \$19,171.45 (*See* modified Spreadsheet attached as Exhibit L) and adding the 401(k) alleged damages of \$4,053 leaves a total Board number of \$23,224.45;
- Ex. I – Spreadsheet #2: Making interim expenses \$0 and then removing any negative quarters results in the Net Backpay, Expenses and Bonuses being \$18,482.40 (*See* modified Spreadsheet attached as Exhibit M) and adding the 401(k) alleged damages of \$4,053 leaves a total Board number of \$22,535.40; and

Ex. I – Spreadsheet #3: Making interim expenses \$0 and then removing any negative quarters results in the Net Backpay, Expenses and Bonuses being \$11,868.76 (*See* modified Spreadsheet attached as Exhibit N) and adding the 401(k) alleged damages of \$4,053 leaves a total Board number of \$15,921.76.

Exception 7: Respondents take exception to Administrative Law Judge Kimberly Sorg-Graves' finding and ruling on pages 11-13 of her Supplemental Decision that the 401(k) benefits were correctly included in the total back pay liability and reasonably calculated in the Board's Compliance Specification.

Response 7: ALJ Sorg-Graves' Supplemental Decision supported the Board's decision to award Hershey \$11,513 of a projected 401(k) account had Hershey stayed employed at Respondent. (*See* Ex. G – Fourth Amended Compliance Specification, Schedule H.) While this requires speculation upon speculation, there is no basis to award any monies related to the 401(k). Specifically, the \$11,513 is made up of \$7,461 in projected 401(k) contributions from Hershey (Ex. G, Schedule F), \$746 in employer contributions (Ex. G, Schedule G) with the contributions making profit of \$3,306 (Ex. G, Schedule H), leaving a fictitious 401 (k) balance of \$11,513.

Initially, why would Lou's reimburse Hershey for \$7,461 in 401(k) contributions that he did not make? That simply defies logic. To try and make it logical, the Board deleted \$7,461 from Hershey's projected earnings at Lou's. However, all this did was negatively impact the net back pay calculation and there is no basis for this. Instead, in all of the calculations performed by Respondent, Respondent did not modify the projected pay by this \$7,461, which is how it should be. So, at a minimum, \$7,461 of money that Hershey never contributed to a 401(k) should not be ordered to be given to him.

Moreover, Hershey made more money at his interim employment and, therefore, could have invested in any vehicle he deemed appropriate. There is no basis to assume that he did not do anything with the money he didn't contribute to a retirement vehicle at his interim employment.

Next, the income that the fictitious 401(k) would have made now tops speculation on top of speculation. Specifically, while the Board could have chosen a fund that Mr. Hershey could have invested in if still at Lou's, Mr. Molenda admitted that he used a fund that WAS NOT a fund Hershey could have invested in if he had stayed at Lou's. At a minimum, if the Board wanted this income, they should have picked a fund which could have been invested in. There is no basis for awarding income for an investment that was not possible to make even if you assume contributions that were not made.

Given the above, there is no basis for awarding anything relating to a 401(k). That is perhaps the reason that the Board waited years and only a month before trial before providing this new, speculative, fictitious theory.⁷ As such, the 401(k) damages of \$4,053 included in the Respondent's calculations above should be removed from any final award in this matter.

Exception 8: Respondents take exception to Administrative Law Judge Kimberly Sorg-Graves' Supplemental Decision and Supplemental Order because they run contrary to the stated purpose of back pay awards.

Response 8: The general purpose of back pay awards is "to restore the employee to the status quo he would have enjoyed if the discriminatory discharge had not taken place." *See*

⁷ Interestingly, the ALJ's Supplemental Decision penalized Respondents for waiting until the Hearing to assert that Hershey's uniform fees should be deducted from back pay, yet ALJ Sorg-Graves found it acceptable that the Board waited until one month before the Hearing, and almost two years after the initial Compliance Specification was issued, in which to assert the purported 401k damages, a completely new element of damages.

McCann Steel Co., Inc. v. N.L.R.B., 570 F.2d 652, 656 (6th Cir. 1978). “The goal of a make-whole award is to put the employee in the same position that she would have been in had her employer not engaged in the unlawful conduct.” *See Ricco v. Potter*, 377 F.3d 599, 605 (6th Cir. 2004). Keeping this statement of the law in mind, any award of back pay to Hershey runs contrary to the law because Hershey made more money at his interim employment than he would have made if he were employed by Respondent Lou’s, and he did so while working 1,130 less hours. (*See* Ex. A – 9/18/17 TR. pp. 72-73; *See* also Ex. I, Spreadsheet 1.) Such a scenario is not “make whole” but, rather, it is a windfall to Hershey, and the Board’s policy in not only allowing such a windfall, but actually creating the windfall, appears more punitive in nature than compensatory. This windfall was purposely created by the Board because of multiple errors in its calculations. No matter how you look at it or from what angle you analyze it, the bottom line remains the same: Hershey was better off financially with his interim employment than he would have been if he had not been terminated. Under the law, therefore, Hershey is not entitled to back pay or mileage.

Exception 9: Respondents take exception to an Administrative Law Judge being charged with making findings of facts and conclusions of law, as doing so violates the United States Constitution and it deprived Respondents of an Article 3 judge or jury.

Response 9: Under Article 3 of the U.S. Constitution, the judicial power of the United States is vested in the courts. As such, under our Constitution, judges and courts interpret the laws, whereas the legislature (Article 1) makes the laws and the executive branch (Article 2) enforces the laws. The NLRB’s Administrative Law Judges, however, run contrary to this separation of powers.

The President of the United States, with Congress' consent, appoints the NLRB's Board members as well as General Counsel. The Board then appoints its ALJ's. As a result, you have the Board members, who make the agency laws, also essentially interpret those law via the ALJ's appointed by the Board. In essence, the NLRB makes the laws, enforces the laws, and interprets the laws. This clearly runs afoul of the separation of powers, and it deprives Respondents of their right to have an Article 3 judge or jury decide the matters against them which were brought by the Board, prosecuted by General Counsel, and decided by an Administrative Law Judge.

IV. Conclusion and Relief Requested

The purpose and intent of a backpay award was set forth above. The Board and the ALJ, however, have ignored that purpose and intent and, instead, have manipulated the numbers, considerations, and methodologies used in its seven (7) compliance specifications to come up with some kind of award to justify the Board's two years' worth of taxpayer money used pursuing a claim on behalf of someone who earned more money during his interim employment while working less hours.

Wherefore, for the reasons stated above, Respondents Lou's Transport, Inc. and T.K.M.S., Inc. respectfully requests that the Supplemental Decision signed by Administrative Law Judge Kimberly Sorg-Graves on January 25, 2018 be vacated and that a new Decision be entered in accordance with the conclusions reached in the exceptions argued above.

Respectfully submitted,

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/s/ Amy D. Comito

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Attorneys for Respondent

Dated: February 19, 2018

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 7

In the Matter of:

LOU'S TRANSPORT, INC., and
T.K.M.S., INC.,

Respondents,

and

MICHAEL HERSHEY, an Individual,

Charging Party.

Case No. 07-CA-102517

The above-entitled matter came on for hearing pursuant to notice, before KIMBERLY SORG-GRAVES, Administrative Law Judge, at the National Labor Relations Board, Patrick V. McNamara Federal Building, 477 Michigan Avenue, Room 300, Detroit, Michigan, on Monday, September 18, 2017 at 10:00 a.m.



1 A. Okay.

2 Q. -- on a general scope of what you did. Week 2, 25 hours
3 for comparable, 10 hours for Mr. Hershey; in that case what
4 would you do to the interim employment --

5 A. Well, hypothetically, and if this was from one of his
6 interim employers where he was paid weekly, not one of his
7 interim employers where he was paid biweekly, then you would
8 look at the -- if 25 hours was available to the comparables,
9 and he only worked 10 hours, he would only, for the interim
10 earnings we would take 10 hours and multiply that by his wage
11 rate at his interim employer, and then we would subtract that
12 from what his back pay would have been, which would be 25
13 hours times his wage rate at the Respondent.

14 Q. So Mr. Hershey's interim earnings would be reduced in
15 the first week when it was 25 and 40, and it wouldn't be
16 impacted when the comparable worked more; you'd just put his
17 whole interim earnings, correct?

18 A. That is correct.

19 Q. So, in the 2-week period -- well, the comparables. When
20 you use the comparables, they were paid biweekly. The way
21 you determined their overtime is you just divided it in half,
22 right?

23 If it was Smith and Forsyth had 50 for the 2-week period
24 after you did your calculations to just get him down to one,
25 you'd do 25 and 25, right?

1 A. Unless -- in most circumstances, yes. If there was a
2 situation where let's say there was a holiday week, and we
3 could see, let's say it's at 72 hours regular time, 8 hours
4 holiday, and we knew what week the holiday went into, then we
5 would put 32 hours -- we would put 32 hours in that week, and
6 8 holiday hours in that week, and we'd put 40 in the other
7 week. But maybe it was a situation where he worked 90, you
8 know, where he worked more hours and we could tell what
9 specific week it went into, we would put in the specific
10 week. But most instances we had to just divide it by 2
11 because there was no way to tell which hours they worked in
12 one week versus the other week.

13 Q. Then you would agree with me in my scenario where I said
14 the comparables worked 50 hours in 2 weeks, you don't know
15 what weeks those are, but with Mr. Hershey you knew it was 40
16 and 10; he worked the same 50 hours of overtime as the
17 comparables did, but you reduced his interim earnings by 15
18 hours of overtime because you did it by week and not by
19 either a pay period or by a quarter. Isn't that fair?

20 A. In some instances Mr. Hershey -- one of his interim
21 employers paid biweekly. Not all of his interim employers
22 paid weekly. So if you're talking in an instance where he
23 was paid weekly and where he was paid biweekly, and if that
24 scenario did, if your hypothetical did actually occur, that
25 is a possibility.

1 part of R-3 and R-4, Mr. Hershey's interim employment
2 payroll. And you've seen those documents before, right?

3 A. Yes, I have.

4 Q. Because you needed those documents in order to create
5 your spreadsheet?

6 A. That's correct.

7 Q. Can you do me a favor? Can you go through that payroll
8 and confirm for me that the numbers on my Spreadsheet 1, for
9 quarter interim earnings, Hershey regular hours and Hershey
10 OT hours actually reflect what's on the payroll?

11 A. So you want me to go week by week.

12 Q. Week by week, yes.

13 A. And look at -- okay, so 4/6 you have 501.25. The
14 payroll records have \$501.25.

15 Q. Can you check the hours, and you don't have to do this
16 orally, if you want, can you also check the hours? The
17 501.25 had 40 regular hours and 6.75 overtime hours, correct?

18 A. Okay. Yes, you have 40 and you have 6.75 for the week
19 ending 4/6, and you have a total of 501.25, which is what the
20 payroll record shows for the week ending 4/6.

21 Let's see. Period ending 4/12 on his payroll record
22 which is week ending 4/13, let's see, we have 215 here. 215
23 is what it shows on the payroll records.

24 Q. And sir --

25 A. The number of hours -- yes?

1 Q. No, go ahead. Finish that.

2 A. Number of hours, $21\frac{1}{2}$ regular hours, zero overtime hours;
3 matches up with the payroll records and the -- and your
4 spreadsheet.

5 Do you want me to continue every week?

6 Q. I want you to do the entire quarter, sir, yes.

7 A. Okay. For the week ending 4/19, which is 4/20 on your
8 spreadsheet, you have \$255. His check stub shows 255. It
9 shows -- let's see, $21\frac{1}{2}$ -- no, I'm sorry -- 25.5 regular
10 hours. The check shows 25.5 regular hours, zero overtime
11 hours.

12 For 4/27 --

13 Q. That is actually a week where he worked for two
14 different employers, correct?

15 A. I haven't look at it yet; I can't tell you.

16 Q. Okay.

17 A. For 4/27 we have a check that shows 10.75 hours for
18 107.50. And then it says also for ending 4/26 we have a
19 check for 30.75 hours for 522.75. You have some math here
20 where you have 522.75 plus 107.50 equals 630.25, which is
21 what it does equal. And then you have on your spreadsheet
22 630.25 at $41\frac{1}{2}$ regular hours, which would be the 30.75 from
23 the one employer and the 10.75 from the other employer.

24 Then for the week ending 5/3, the payroll records show
25 40 hours, and you show for week ending 5/4 you show 40 hours,

1 and you have 28.5 overtime hours -- okay. And that's -- it
2 doesn't show the overtime hours on his pay stub. It has a
3 dollar amount. We'd have to divide it by his pay rate to
4 figure out the number of hours, but the total here is
5 1,406.75, which is what you have. I --

6 Q. Sir, do you see next to the 40 in where it says totals
7 it says 28.5?

8 A. Oh, at the bottom here on totals, yes. So that's where
9 you get your 28 --

10 Q. Right here, right? Not in the bottom, just right here
11 it says 28.5 of overtime?

12 A. The totals?

13 Q. Yes.

14 A. The bottom --

15 Q. The totals, right?

16 A. Right. Not up here, but down here.

17 Q. Yes.

18 A. Yes, 28.5. And you had 40 and 28.5 for the week ending
19 5/4, and this is a stub for 5/3. So the same thing.

20 For the period ending 5/10 you have 1,515.13. You have
21 40 regular hours --

22 MR. NICK: Your Honor?

23 THE WITNESS: -- 32.7.

24 MR. NICK: And I, and correct me if I'm wrong, but I
25 think what you want to show is that Mr. Hershey made more

1 money than what we indicate in our spreadsheet as you
2 indicated in your answer, and I had no objections to putting
3 the payroll records into the, you know, for each week; I have
4 no objection, and I think they've already been entered. So I
5 don't know whether we need to go through every week because
6 there's a substantial number of weeks where we reduced his
7 pay, admittedly so, to comport with the Compliance
8 Specifications.

9 MR. WRIGHT: I'm only going to go through this quarter.
10 I would not take us through all of this. I'm going to go
11 through this one quarter as an example.

12 JUDGE SORG-GRAVES: Okay.

13 MR. WRIGHT: And I'm not going to go through every
14 quarter, Your Honor.

15 JUDGE SORG-GRAVES: Well, I mean I sort of agree with
16 Mr. Nick. I can read this. I can see, especially since your
17 exhibit is highlighted, the ones where you're saying here
18 there's a specific difference.

19 MR. WRIGHT: Right.

20 JUDGE SORG-GRAVES: And I see where you're pointing out
21 in the documents that that's occurring. So I guess then my
22 question is why? Okay, because obviously the documents do
23 show there is a difference between those.

24 Q. BY MR. WRIGHT: Well, let's assume for a moment that if
25 you finish that calculation, okay, we're just going to assume

1 that you get to the 12,847.02, 488.5 hours, and 207.75 hours,
2 which is on that Spreadsheet 1, that corner of --

3 A. Okay.

4 Q. Are you with me?

5 A. Yes.

6 Q. And so far everything that we have done so far has
7 matched the spreadsheet, correct?

8 A. Correct.

9 Q. Now, if that is correct, in this quarter Mr. Hershey's
10 interim earnings were greater than what he would have, the
11 gross pay he would have paid if he'd have stayed at the
12 employer, right?

13 A. Yes, based on your numbers, they are greater in this
14 quarter.

15 Q. Right. And my numbers are the actual pay that he
16 received, correct?

17 A. Your numbers being based on these payroll records, yes.

18 Q. Yes. Okay. So, now, let me have this question: You'd
19 agree with me Mr. Hershey made more money; you would also
20 agree with me that Mr. Hershey looks like he worked about
21 25.3 hours less in regular time than the comparables, right?

22 The comparables worked 513.88, Hershey worked 488.5. Do
23 you see that?

24 A. Yes.

25 Q. So he worked 25 less regular hours --

1 A. That's correct.

2 Q. -- roughly, correct?

3 A. Roughly, yes.

4 Q. And if you look at the overtime hours, the comparables
5 worked 279.41, and Mr. Hershey worked 207.75, right?

6 A. Yes.

7 Q. So Mr. Hershey worked about 71 less overtime hours,
8 correct?

9 A. Correct.

10 Q. Summing it up, Mr. Hershey, between overtime and regular
11 time, worked 96 hours less than the comparables yet was
12 actually paid more money by his interim employer, correct?

13 A. Yes.

14 Q. Now, if we can turn back to your Schedule D. And let's
15 turn to that same quarter in Schedule D, which I think is
16 page 31. Are you with me?

17 A. Yes, I am.

18 Q. Okay. Now, as the Judge pointed out, and I think you
19 had previously pointed out, my Spreadsheet 1 for that quarter
20 highlights 1,406.75. In my spreadsheet. The first thing we
21 highlight is 1,406 --

22 A. Yes.

23 Q. Okay. And you understand the reason we highlighted it
24 is when there was any difference between what we thought
25 between the pay records and your spreadsheet?

1 and basically just split them into two different weeks,
2 right?

3 A. Yes. There was division. There was no rounding, but
4 there was -- yes, it was divided.

5 Q. And for all you know, all of that overtime could have
6 been worked in one of those two weeks, correct?

7 A. It could be. I don't know if it's reasonable to think
8 someone worked 56 hours of overtime as a truck driver.

9 Q. But you used the word guesstimate. All you did --

10 A. Oh, I didn't say guesstimate.

11 Q. No, not with respect to this; with respect to something
12 else. All you did in determination of the biweekly pay is
13 you split the overtime for the comparables half one week,
14 half another week for the most part, right? That's what you
15 did?

16 A. That is what we did, yes.

17 Q. Right. And then Mr. Hershey, who was paid every week,
18 you compared his weekly versus what you had calculated is the
19 weekly overtime, right?

20 A. For the interim employers that paid him weekly, yes.
21 For the interim employers that paid him biweekly, we had to
22 do the same thing that we did for the Respondent's payroll
23 records.

24 Q. Right, but you don't -- but it is, it's just an
25 assumption that you split the overtime into two. Do you know

1 for certain how much overtime was worked one week versus the
2 other; is that right?

3 A. We did not have records that showed us the exact
4 amounts, no.

5 Q. So when you're done with your calculation, if you turn
6 to page 32 of Schedule D, you have that Mr. Hershey's net
7 back pay award from your Schedule D, which is page 32 of the
8 Amended Fourth Amended Compliance Spec, you had that
9 Mr. Hershey is entitled to a back pay aware of \$861.

10 A. Oh, just for that quarter, yes.

11 Q. Just for that quarter?

12 A. Yes.

13 Q. So I want to be clear, though Mr. Hershey made more
14 money, worked 95 hours less, you've calculated a \$861 net
15 back pay award to him; is that right?

16 A. That is correct.

17 Q. All of your, the documents you have, Schedule D and E --
18 Mr. Molenda?

19 A. Yes?

20 Q. The documents you have, Schedule D and E, these are all
21 on computerized spreadsheets, correct?

22 A. That's correct.

23 Q. So if the Judge told us to make some different
24 assumption than you've made, you would be able to quickly
25 revise your spreadsheet to do that, correct?

1 A. I could revise it. How quickly would depend on what
2 kind of change was needing to be made, but yes, it can be
3 revised.

4 Q. If you turn to my spreadsheet, page 1, and first of all
5 with respect to this spreadsheet, did you review, when it was
6 provided as part of the answer to the Fourth Amended
7 Compliance Spec, did you review where I highlighted and said
8 there were differences?

9 A. Yes, I did.

10 Q. Did you note any discrepancies in my Spreadsheet 1 from
11 the actual payrolls?

12 A. No.

13 Q. All right, the next thing is -- the next thing I want to
14 do, in your schedule -- well, let's do this, just so we can
15 do it. And I'm sure we've done it. If you turn to
16 Schedule D?

17 A. Yes.

18 Q. Page 41.

19 A. Okay.

20 Q. That 19,144?

21 A. Yes.

22 Q. That's the net back pay number on page 53 of Exhibit
23 GC-1(qq) which is the Amended Fourth Amended Compliance Spec,
24 that \$19,144, that's the net back pay without impacting it
25 with the 401(k); is that correct?

1 Q. 5/17 and 5/14.

2 A. Yes.

3 Q. And if you compare that with your Schedule D, which is
4 on page 34 of the Fourth Amended Compliance Spec, you used
5 15.94?

6 A. That's correct.

7 Q. And you're telling us the reason you used 15.94 is
8 because one of the two comparables had an adjustment in their
9 pay rate for a prevailing wage job they worked on?

10 A. Yes, I believe it was Smith. Yes.

11 Q. What job, what prevailing wage job did Smith work on
12 those 2 weeks?

13 A. I don't know. I base it on looking at his payroll
14 records and what his wage rates were on his payroll records.

15 Q. Did you inquire as to anyone as to what the prevailing
16 wage job you thought he worked on was?

17 A. I personally did not.

18 Q. Did you explore whether there was any other possibility
19 for him getting a little higher wage, Smith getting a little
20 higher wage in that time period?

21 A. I personally did not.

22 Q. You just, when you did your calculation, it was a higher
23 rate, you assumed it had to be a prevailing wage job, so you
24 input it in here; is that fair?

25 A. Based on the information we had, that is what was

1 presumed, correct.

2 Q. Right. But the information you had did not include a
3 prevailing wage job, any notes that there was a prevailing
4 wage job, any notes that Mr. Smith was on a prevailing wage
5 job. You didn't have any of that, correct?

6 You're just making the assumption the higher wage was
7 for a prevailing wage job, correct?

8 A. Yes, we assumed that's what the higher wage was for. We
9 saw that there was a higher wage for certain hours given to a
10 comparable, so we tried to compensate the Charging Party as
11 if he would have had the same opportunity.

12 Q. What's your understanding of what the prevailing wage
13 law is in Michigan?

14 A. I don't have a clear understanding of the prevailing
15 wage law in Michigan.

16 Q. Okay.

17 A. I know that in some instances there are certain set
18 wages that have to be paid, but beyond that, my knowledge is
19 limited.

20 Q. Do you understand prevailing wage is intended to make
21 sure that non-union workers are paid close to union wages,
22 and so therefore, for public projects it equates non-union,
23 union work? Were you aware of that or not?

24 A. I have no knowledge related to that.

25 Q. What if I told you that those pay increases -- or that

1 Q. And the reason 10/4 and 10/11 had 18.15 as the hourly
2 rate is because for some of these hours Mr. Smith was paid
3 18.75, not 16.75, correct?

4 A. Yeah, that would have been -- yes.

5 Q. So for 10/17 -- and let's make sure we're clear here.
6 While Mr. Smith's pay rate, labor contractual pay rate was
7 16.75, he was in a different class than Mr. Hershey.
8 Mr. Hershey's would have been 16.25?

9 A. That's correct, yes.

10 Q. So instead of being paid 16.75 for this period,
11 Mr. Smith was paid 18.75, \$2 an hour more?

12 A. Yes, for a set number of hours, yes.

13 Q. And so when you did your calculation, it came up to
14 \$18.15 should be the pay rate for the comparables, correct?

15 A. That's correct.

16 Q. And so on this page 2, which is R-1, which is
17 Mr. Hershey's -- Mr. Smith's payroll, there were a few weeks
18 where he was paid \$2 more an hour for some of his hours,
19 correct?

20 A. Yes.

21 Q. And you've attributed that to work on a prevailing wage
22 job, correct?

23 A. I mean, that was our assumption what it was. You know,
24 we just attributed to he was getting a higher wage rate for
25 certain hours so the Charging Party also would be due that,

1 but we assumed prevailing wage.

2 Q. You had me at "That was our assumption."

3 A. Okay.

4 Q. So let me ask this question. If Mr. Laming testifies
5 that Mr. Smith trained employees and he was given somewhere
6 between a 1.50 and 2 dollar an hour bump when he had to train
7 people, would you have any reason whatsoever, any knowledge
8 whatsoever to dispute that?

9 A. I have no personal knowledge of why he was given
10 whatever wage rate he was given, so I wouldn't personally be
11 able to refute it.

12 Q. Did you ever discuss the issue of a training wage when
13 you were training people with Mr. Hershey?

14 A. I had no conversations on that issue, no.

15 Q. You said you, in the sheets that were incorrect in the
16 Fourth Amended Compliance Spec that we fixed, you said that
17 you had run those because we had objected to the pay rates to
18 see what the pay rate difference, what this really amounted
19 to, right?

20 By that I mean if you ran your spreadsheets but used the
21 contractual pay rates, you actually did that analysis, didn't
22 you?

23 A. I did. I did miss those 2 weeks of 5/17 and 5/24 where
24 I think I gave him an extra 19 cents an hour for there, but
25 otherwise I cleaned all the other ones up, put in the

1 months of each other, drove the same truck, same type of
2 truck, right?

3 A. That's correct.

4 Q. And for most of the period of time would have been in
5 the same pay scale on the, in the labor agreements, right?

6 A. Yes.

7 Q. And you instead used Mr. Smith and Mr. Forsyth, who were
8 a year, had over a year seniority and so would always be in
9 the different class under the labor agreement than Mr. Moore
10 and Mr. Hershey, correct?

11 A. We used them for their hours, not for their wage rates.

12 Q. Oh, I understand that.

13 A. Okay. Yeah.

14 Q. What you basically just said is because you used Smith
15 and Forsyth, you couldn't use their wage rate, so you
16 actually had to use the wage rates in the contract because
17 Hershey's was a different wage rate, right?

18 A. It was more reasonable to use Hershey's actual wage
19 rates, yes.

20 Q. Because Smith and Moore's wage rates were higher because
21 they were in a different part under the contract, right?

22 A. Yes, they were a year ahead of him.

23 Q. Moore's was not, however. Moore's pay rate was -- Moore
24 being hired in the same class as Hershey, his pay rate would
25 have been similar to --

1 could also choose to opt out of the union under the right to
2 work laws in the state of Michigan. So whether or not he
3 chooses to pay union dues is a choice. That does not impact
4 the amount of money that the employer would owe him for back
5 pay.

6 Q. Contributing to your 401(k), that's a choice, correct?

7 I'm asking, when Mr. Hershey, you said Mr. Hershey in
8 his net back pay award, if he continued to work for
9 Respondent, would have contributed to the 401(k)?

10 A. Yes, he selected a -- yes.

11 Q. And you did adjust net back pay in Schedule E for that
12 401(k)?

13 A. Yes, because the Compliance Manual says to do so.

14 Q. Your -- the last page of the Amended Fourth Amended
15 Compliance Spec shows the interim expenses calculation; is
16 that correct?

17 A. Yes, that's correct.

18 Q. Look at the round trip to employer; let's see if we can
19 do this easily.

20 A. Okay.

21 Q. If the Judge were to determine that the round trip to
22 the employer were a greater number than the round trip to the
23 interim job, you'd agree with me that the interim mileage
24 expense number would not be 21,354.19; it would be zero,
25 correct?

1 A. Yeah, that's correct, yes.

2 Q. The last day Mr. Hershey worked, do you know where he
3 worked?

4 When he worked for the Respondent, the last day he
5 worked for Respondent, where did he work?

6 A. It's my understanding he reported to Pontiac, and then
7 from Pontiac had to go to a jobsite somewhere Downriver, Flat
8 Rock maybe.

9 Q. Let's just take that for a moment. You're aware, aren't
10 you, that's even assuming that's true, that the Respondent
11 did not pay him for driving from Pontiac to Flat Rock,
12 correct?

13 A. I'm not aware of that.

14 Q. Well, what are you aware of then?

15 A. It's my understanding from the Charging Party that there
16 was some kind of promise of, you know, compensation that he
17 was being paid, some sort of like flat rate number of hours,
18 the working less hours, and that that was supposed to
19 compensate him for having to travel from Pontiac, but that it
20 didn't fully -- it didn't balance out.

21 Q. So you're telling me that the only information you have
22 with respect to the round trip to employer is what you
23 received from the Charging Party himself?

24 A. The round trip to employer, I have that from taking the
25 address at Pontiac where he says he reported to, putting that

1 seniority on Mr. Hershey, correct?

2 A. That's correct.

3 MR. WRIGHT: That's all I have, Your Honor.

4 MR. NICK: Nothing, Your Honor.

5 JUDGE SORG-GRAVES: Thank you.

6 THE WITNESS: Thank you.

7 (Witness excused.)

8 JUDGE SORG-GRAVES: Okay, Mr. Nick, do you have any more
9 witnesses?

10 MR. NICK: Yes. I'd like to call Michael Hershey to the
11 stand.

12 (Whereupon,

13 MICHAEL HERSHEY

14 was called as a witness by and on behalf of the General
15 Counsel and, after having been first duly sworn, was examined
16 and testified as follows:)

17 JUDGE SORG-GRAVES: If you would state your name and
18 spell it for the record, please?

19 THE WITNESS: Michael Hershey, M-i-c-h-a-e-l
20 H-e-r-s-h-e-y.

21 DIRECT EXAMINATION

22 Q. BY MR. NICK: Mr. Hershey, were you employed by Lou's?

23 A. Yes, I was.

24 Q. What did you do there?

25 A. I drove a quad dump truck.

1 Q. When you worked at Lou's, where did you report to at the
2 start of your shift?

3 A. I reported to Pontiac, 1780 East Highwood Drive.

4 Q. Is that for the entire employment, the entire time
5 you're employed by Lou's?

6 A. Yes, sir.

7 Q. Now, did there come a time when you drove down to Flat
8 Rock while you were working for Lou's?

9 A. Yes.

10 Q. And why was that?

11 A. They had a special job going on, and they needed people,
12 you know, bodies to fill it down there in Flat Rock.

13 Q. And did they assign people there, did they take
14 volunteers? How did that work?

15 A. Well, initially it started out like as a rumor, and
16 they, you know, said they checked around and they threw out a
17 list, and they wanted to get some volunteers if this job went
18 down. It was -- nothing was guaranteed in stone, so, you
19 know, we were given some preliminaries, and it was based on
20 if this went down, would you be willing to do it.

21 Q. And can you describe what kind of job that was down in
22 Flat Rock?

23 A. What we were doing is the north end of the gravel pit on
24 the west side, there was a clay reserve mountain that they
25 needed to remove and place on the south side of the road so

1 that they could blast for silica sand.

2 Q. And when did that project start? When were you first --
3 when did you first go down to Flat Rock?

4 A. God, I think it was like right at the end of November.
5 All of a sudden we came into work, and he goes, guess what,
6 you're going to Flat Rock tomorrow. And I think it was the
7 end of November, beginning of December.

8 Q. When you said "he" said that, said go to Flat Rock, who
9 are you --

10 A. Dan. Or Dave Laming said, hey, guess what.

11 Q. Oh, okay.

12 A. You know, or Tony, one of them.

13 Q. Okay.

14 A. That the job went through.

15 Q. And you testified that you signed up to go to Flat Rock?

16 A. Yes. Yes.

17 Q. Now, why did you sign up to go?

18 A. Well, you know, I was new there, didn't want to piss
19 anybody off. A lot of guys were saying, well, you might as
20 well sign up because you're going to get stuck with it
21 because we're not going to go down and do it. And so I just
22 figured, what the heck, instead of sitting home during the
23 winter, why not, you know, based on what they said, go do it.

24 Q. Now, after the project started, was there a procedure
25 getting to the Flat Rock site?

1 A. No, it didn't end up working that way. How we were
2 supposed to be paid and what actually happened after we got
3 our first paycheck were two different scenarios and were
4 somewhat a point of contention with some of us.

5 Q. When you say how you're supposed to be paid, is that
6 referring to what you just testified to being paid 11 hours
7 and working 9?

8 A. Yes.

9 Q. And how did it end up happening? What ended up
10 happening?

11 A. Just whatever actual hours you were on the site; there
12 was no additional money.

13 Q. Now, were you still working at the Flat Rock site
14 project at the time of your discharge?

15 A. Yes, I was.

16 Q. And you were discharged on March 27, 2013. Did there
17 come a time when you became aware that the Flat Rock project
18 had ended?

19 A. Yeah, probably about a month later when I was working
20 for Calo, I drove by there because I had to go to the plant
21 and get some limestone, and I didn't see any Lou's trucks; I
22 just saw mining equipment, the big mining dump trucks doing
23 what we were previously doing.

24 Q. Well, explain that. Why would seeing mining trucks
25 there make you believe that Lou's work had been completed at

1 required that you guys report to --

2 A. He wanted us --

3 Q. -- Pontiac before --

4 A. Yep.

5 Q. -- you went down to Flat Rock?

6 A. Yep. And he wanted us back there every night handing in
7 our paperwork every night like we did, and he would call
8 every day and see how it was going.

9 Q. Did you punch in when you got to Pontiac?

10 A. No. Punched in when I got to Flat Rock.

11 Q. Did you go report to Mr. Allen when you arrived in
12 Pontiac?

13 A. No, because he wasn't in when we got there.

14 Q. Well, then how would Mr. Allen have known that you
15 reported to Pontiac in the morning like you were supposed to?

16 A. Because all our cars would be there, and I was told they
17 have security tape. He wanted to make sure we were all
18 together. That way if something happened, he'd know what was
19 up. He just wanted to know everything. Start there, end
20 there. Hand off your paperwork every day.

21 Q. And you started your work in Flat Rock throughout --
22 through the Flat Rock facility in November of 2012, correct?

23 A. Yes.

24 Q. And with the exception of Mr. Grode, it's your testimony
25 that you didn't train any drivers; you weren't asked to train

1 any drivers, correct?

2 A. No. No, not -- they had a full-time trainer person.

3 Q. You'd only been there 8 months by the time you were
4 terminated, right?

5 A. Yeah, but I've been driving for 35 years, yes.

6 Q. Is this the first you're hearing about this training?
7 Did you know there was training?

8 A. As I said before, there was a man, I think Matt
9 Rutawski, who was the trainer and evaluator.

10 Q. Did you know he was training you? Did you understand
11 that's what he was doing?

12 A. No, I was told that he was going to go out for a ride
13 with me and he was going to evaluate if I could drive. And
14 when he came back, he told Mr. Laming I drove better than
15 most of the people in that yard.

16 Q. So that's not really training; that's evaluating?

17 A. I just did what they told me to do. I know that he had
18 other people that rode with them longer.

19 Q. So as you sit here today, it's your testimony for say --
20 Lou's gave you absolutely no compensation for going to
21 Pontiac?

22 A. They ended up not giving us compensation. Originally we
23 were told --

24 Q. At Flat Rock?

25 A. -- we would be. Yes, to go to Flat Rock. Originally we

1 were told we would.

2 Q. I'm not asking what you were told. I'm asking you as
3 you sit here today --

4 A. We never ended up getting any.

5 Q. -- from November till the time you were terminated, you
6 never received any compensation from Lou's for driving to
7 Flat Rock?

8 A. No, not from the end of November till I was fired, no.
9 It was a point of contention that was brought up.

10 Q. I understand it was a point of contention; that's not my
11 question.

12 And your day, then, as far as punching in, started in
13 Flat Rock, correct?

14 A. That's when we punched in. My day started --

15 Q. And the hours for which you --

16 A. -- in Pontiac when I picked up everybody.

17 Q. The hours for which you were paid started in Flat Rock,
18 correct?

19 A. They eventually turned out to be that way, yes.

20 Q. Well, they were never anything other than that, were
21 they?

22 A. That's not what we were promised, though. You're
23 talking --

24 Q. I'm asking --

25 A. You're playing semantics, though.

1 MR. NICK: Your Honor, objection.

2 THE WITNESS: No, I didn't.

3 MR. NICK: I don't know what the relevance of that is.

4 JUDGE SORG-GRAVES: I don't know the relevance either.

5 MS. COMITO: I'll withdraw that, Your Honor.

6 Q. BY MS. COMITO: Do you recall your testimony in November
7 of 2014 in the unfair labor practice hearing?

8 A. I can't say without it being in front of me, but I mean,
9 you know, I remember the trial.

10 Q. Do you recall testifying that you did not want to go
11 back to work for Lou's, you did not want to be reinstated?
12 Do you remember that testimony?

13 A. Sure.

14 Q. And that was in November of 2014, correct?

15 A. If that's when the trial was and that's when I
16 testified, I will concede to that. I don't remember the
17 exact date.

18 Q. Besides taxes, do you know what kind of deductions you
19 had from your paycheck at Lou's?

20 A. I had my 401(k), had union dues, uniforms.

21 Q. Do you recall how much was taken out for uniforms?

22 A. I think 26 bucks or something a month that we were
23 required to pay. We were required to buy a coat and, you
24 know, they just basically, here you go, and this is what you
25 got to pay if you want the job.

1 and, after having been first duly sworn, was examined and
2 testified as follows:)

3 DIRECT EXAMINATION

4 Q. BY MR. WRIGHT: Could you state and spell your full name
5 for the record, please, sir?

6 A. David Laming, D-a-v-i-d L-a-m-i-n-g.

7 Q. And who are you currently employed by?

8 A. Lou's Transport.

9 Q. And how long have you been employed by Lou's Transport?

10 A. Twelve years.

11 Q. What are your current job responsibilities and duties at
12 Lou's?

13 A. General manager of operations, sales.

14 Q. I don't want to take much time, so I want to focus right
15 in on this, on the issue of whether Mr. Hershey reported to
16 Pontiac or to Flat Rock. We heard Mr. Hershey, you heard
17 Mr. Hershey testify that he punched in when he got to Flat
18 Rock. Is that your understanding?

19 A. Yes.

20 Q. And that he punched out for the day when he got back to
21 Flat Rock; was that your understanding?

22 A. Yes.

23 Q. Now, the time period the people working in Flat Rock
24 were paid, Mr. Hershey said that it was the time that it was,
25 that they were just on site, but if they punched in and out

1 at Flat Rock, they'd have also have had to been paid from
2 Flat Rock to the site and the site back to Flat Rock,
3 correct?

4 A. Yes.

5 Q. And that's your understanding of what happened, right?

6 A. Yes.

7 Q. And at least while Mr. Hershey was employed, the main
8 site from the Flat Rock to the site is about 15 minutes each
9 way?

10 A. Correct.

11 Q. Mr. Laming, I've handed you what has been marked as
12 Exhibit R-10. Can you take a moment and review this and tell
13 me if you've seen these documents before?

14 A. Yes, I have.

15 Q. What are these documents?

16 A. Well, the front page shows what Mr. Hershey got paid and
17 the dates he got paid, how many hours he got paid. And then
18 the corresponding pages behind it show what the customer got
19 charged for the time that Mr. Hershey worked on that jobsite.

20 Q. So for each of the days, January 21st, 22nd, 23rd, 24th,
21 and 25th, Mr. Hershey was paid for 9 hours a day; is that
22 right?

23 A. Yes.

24 Q. And the second page on January 21st, what does this
25 show?

1 A. It shows that we billed the customer 8½ hours, which
2 means we worked 8½ hours on the jobsite.

3 Q. And the rest of these pages are exactly the same for the
4 entire week?

5 A. Correct.

6 Q. Have you reviewed Mr. Hershey's payroll records for this
7 week?

8 A. The week that we're --

9 Q. The week that's referenced in R-10?

10 A. Yes.

11 Q. And do you recall whether he was paid for 40 hours of
12 regular time and 5 hours of overtime?

13 A. Yes, he was.

14 Q. And that's consistent with this record, correct?

15 A. Yes.

16 Q. We heard Mr. Hershey say there was absolutely no
17 compensation provided to him from traveling from Pontiac to
18 Flat Rock or back from Flat Rock to Pontiac, other than what
19 the guys who drove gave him, okay. Do you agree with that?

20 A. Yes.

21 Q. So Lou's gave him nothing for going from Pontiac to Flat
22 Rock; is that right?

23 A. Correct.

24 Q. From Lou's standpoint, was Mr. Hershey required to go to
25 Pontiac first?

1 A. No.

2 Q. So you'd agree with me that was a convenient place if
3 you wanted to carpool, correct?

4 A. Very convenient.

5 Q. Now, Mr. Hershey's employment was terminated roughly
6 March of 2013. And the back pay period runs from August of
7 2016. Okay. Are you with me?

8 A. Yes.

9 Q. Were there drivers, truck drivers that drove quads like
10 Mr. Hershey that reported to the Flat Rock facility every
11 single day you worked between March 27th of '13 and August of
12 2016?

13 A. Yes, that were employed by Lou's Transport, yes.

14 Q. Mr. Hershey talked a little bit about that he trained
15 somebody, and he talked about a trainer. At some point was
16 there an actual training policy put into place with -- at
17 Lou's?

18 A. Yes.

19 Q. All right, and who did that? Who put that policy into
20 place?

21 A. I did.

22 Q. And what did that policy entail?

23 A. What happened was is the guy he referred to, Matt
24 Rutawski, used to be a full-time trainer, and then we figured
25 out we needed more people to train than what one guy could

1 do, so we started offering training to more experienced
2 drivers, and we offered to give them more money to do
3 training.

4 Q. And so was Mr. Smith one of the people that trained?

5 A. Yes.

6 Q. And we saw that -- well, what was the general
7 compensation if you trained somebody?

8 A. Two dollars an hour.

9 Q. Now, you sat here all the time. You've heard that the
10 explanation for the increase in wages for Mr. Smith is
11 related to prevailing wage jobs.

12 A. Yes.

13 Q. Is that true?

14 A. No.

15 Q. Can you tell us why that's not true?

16 A. Well, first of all, I can't recall any prevailing wage
17 job we did in that time frame.

18 Q. Okay. Have you reviewed the 401(k) application for
19 Lou's, which is Exhibit R-13?

20 A. If I can find it.

21 MR. WRIGHT: Your Honor, may I just hand him my copy so
22 that he can --

23 Q. BY MR. WRIGHT: You've reviewed that before today; is
24 that right?

25 A. Yes.

1 A. Well, sure.

2 Q. You didn't create this for this testimony?

3 A. No. No.

4 Q. Not that anything would necessarily be wrong with that.

5 I'm just asking that question.

6 A. No.

7 Q. Now, isn't it true though that you told people who were
8 driving from Pontiac to Flat Rock that they would be
9 compensated in some way for their mileage?

10 A. No. What was told to them in the 11 hours that he keeps
11 referring to, when we bid the job and took the job on, we
12 were told it was going to go 11 hours a day, and when the job
13 actually started, they chose not to run the job 11 hours a
14 day; they ran the job 8½ hours a day. That's where the 11
15 hours he's referring to comes in at.

16 Q. So you said, well, we're not going to compensate you for
17 your travel, but you guys are going to be working 11 hours,
18 so that'll make up for it?

19 A. That, and the fact was is the time of year that it was
20 coming into, we slow down in the wintertime. This job was
21 going to run all winter, so we went to guys and we asked
22 them, hey, this is a job that's going to work 11 hours a day,
23 it's going to work all winter; if you're interested, here it
24 is.

25 Q. And Mr. Hershey volunteered for that job?

1 A. Yes.

2 Q. So you had to start having drivers train people,
3 correct?

4 A. Yes.

5 Q. You mentioned a mail runner. Can you explain that to
6 me? I didn't -- you used the term "mail runner."

7 A. All of our billing in our central offices are located in
8 Pontiac. We have yards in Oxford, Milford, and Flat Rock
9 that drivers drive out of that create driver log sheets and
10 paperwork every day, and that paperwork must come back to our
11 main office so we can bill it out and bill our customers and
12 then take the driver log sheets and log those in and turn
13 those into HR so the drivers get paid. And that's the mail
14 runner's job to do that.

15 Q. So if Mr. Hershey wanted to just not go to Pontiac, he
16 could have just dropped that paperwork off in Flat Rock, and
17 it would have gotten to Pontiac every day?

18 A. Correct.

19 MR. WRIGHT: Your Honor, I didn't move for the admission
20 of R-10, so I'll do that at this point.

21 MR. NICK: No objection.

22 JUDGE SORG-GRAVES: Okay, R-10 is admitted.

23 (Respondent's Exhibit 10 received in evidence.)

24 Q. BY MR. WRIGHT: In the last 3 years, Lou's has had more
25 than one job that runs out of the Flat Rock facility; is that

1 right?

2 A. Yes.

3 Q. And I just want to make sure I'm clear, you've said it
4 before, there's no reason to believe that Mr. Hershey
5 wouldn't have continued to work out of Flat Rock from when he
6 left until the back pay period ended in August of 2016; is
7 that right?

8 A. Correct, it'd be speculation.

9 Q. And it was after August of 2016 that we stopped putting
10 drivers in at the Flat Rock facility; is that right?

11 A. Correct.

12 MR. WRIGHT: That's all I have, Your Honor.

13 JUDGE SORG-GRAVES: Mr. Nick, anything?

14 MR. NICK: One second, Your Honor.

15 No further questions, Your Honor.

16 MR. WRIGHT: Respondents rest, Your Honor.

17 (Witness excused.)

18 JUDGE SORG-GRAVES: Anything further, Mr. Nick?

19 MR. NICK: Yes, Your Honor. I'd like to call
20 Mr. Hershey back for a quick rebuttal.

21 JUDGE SORG-GRAVES: Okay.

22 (Whereupon,

23 MICHAEL HERSHEY

24 was recalled as a witness by and on behalf of the General
25 Counsel and, having been previously duly sworn, was examined

1 never saw anybody's paycheck.

2 Q. Did you understand the prevailing wage law and the
3 reason the Union told you that applied to operators who spent
4 most of their time on site as opposed to drivers who didn't?
5 Did anybody ever explain that to you?

6 A. My father-in-law explained it to me because he's a GC
7 and he does the prevailing wage, and he said if you're on a
8 prevailing wage job, and you spend your whole time there, you
9 are paid the prevailing wage, regardless if you go off site
10 to dump because it's understood with the work that we do that
11 you are not always on site; you're not able to dispose of the
12 product that you picked up on site. It has to be taken away.

13 Q. All right, with all due respect to your uncle, I'm not
14 sure that he gets it, but let me ask it this way, let me try
15 it this way: You were never paid prevailing wage by Lou's;
16 is that correct?

17 A. Correct, even when I asked for it.

18 Q. And you do not know with respect to the discussion we
19 had earlier about Mr. Smith's \$2 increase, you don't know
20 that that was because of a prevailing wage job, correct?

21 A. Correct, I don't know.

22 Q. Okay.

23 A. I don't know that he was a trainer either, so I couldn't
24 speculate on any of it.

25 Q. My point is, you have no evidence or information to

Labor
Agreement

Between

LOU'S TRUCKING COMPANY
1780 East Highwood
Pontiac, MI 48340

And

INTERNATIONAL BROTHERHOOD OF TEAMSTERS,
CHAUFFEURS, WAREHOUSEMEN AND
HELPERS OF AMERICA, LOCAL UNION #614



1 dispute Mr. Laming's testimony that he was paid that for
2 training, correct?

3 A. Correct, I don't know if he was a trainer or not.

4 Q. Let me make sure I'm clear; at some point you moved from
5 Lake Orion to Clarkston, right?

6 A. Uh-huh.

7 Q. Before you moved, your Lake Orion home was only 4.6
8 miles from the Pontiac facility, correct?

9 A. Okay. Sounds good.

10 Q. I'm asking you.

11 A. Yeah, sounds about right. I think it's 4.7, but yeah,
12 if you want.

13 Q. And it's -- so that we're clear because the Judge is
14 from Indianapolis, you were north of ASI's facility, and Flat
15 Rock is south of ASI's facility, correct?

16 A. Correct.

17 Q. And when you moved to Clarkston, again, Clarkston is
18 north of ASI's facility, and Flat Rock is south of ASI's
19 facility, correct?

20 A. It's south, or it's west. It's not really a direct
21 north; it's a west-ish, but yes, Clarkston is, I am 10
22 minutes from my old house, the normal secondary roads.

23 Q. So roughly, you moved from being 8 -- or being 4.6 miles
24 north of the Lou's facility when you then had, with Flat Rock
25 being south of that, you moved to Clarkston which was 8.1

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UNION SECURITY LANGUAGE

"THE COMPANY AND THE UNION AGREE THAT THE PARTIES WILL NOT ENFORCE THE UNION SECURITY CLAUSE UNLESS AND UNTIL, IT IS LAWFUL TO DO SO."

LABOR AGREEMENT

THIS AGREEMENT, made and entered into this 15th day of January 2014, by and between LOU'S TRUCKING COMPANY, 1780 East Highwood, Pontiac, Michigan 48340, party of the first part, and hereinafter termed the Employer, and LOCAL UNION NO. 614, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, located at 1410 South Telegraph Road, Bloomfield Hills, Michigan, 48304, party of the second part, hereinafter called the Union.

WHEREAS, both parties are desirous of preventing strikes and other cessations of work and employment; and entering into a complete agreement setting for the wages, working conditions and hours of employees of the Employer; and of facilitating peaceful adjustment of all grievances which may arise from time to time between the Employer and the Employer's employees; and of promoting and improving peaceful industrial and economic relations between the parties.

ARTICLE I

UNION SHOP AND DUES

Section 1. This Agreement shall apply to those classifications of employees listed in Schedule "A."

Section 2. All present employees who are members of the Local Union on the effective date of this subsection or on the date of execution of this Agreement, whichever is the later, shall remain members of the Local Union in good standing as a condition of employment. All present employees who are not members of the Local Union, and all employees who are hired hereafter, shall become and remain members in good standing of the Local Union as a condition of employment on and after the 31st day following the beginning of their employment or on and after the 31st day following the effective date of this subsection or the date of this Agreement, whichever is the later.

Section 3. The Employer agrees to deduct from the pay of each employee all dues and/or initiation fees of Local 614 and pay such amount deducted to said Local 614 for each and every employee; provided, however, that the Union presents to the Employer authorizations signed by such employees allowing such deductions and payments to the Local Union as aforesaid.

Section 4. A new employee must complete a one hundred twenty (120) working day trial period within any one-hundred eighty (180) calendar day period during which period the employee may be released or discharged without further recourse; provided, however, that the Employer may not discharge or discipline for the purpose of evading this Agreement or discriminating against Union members. After completing the one hundred twenty (120) working day trial period, the employee shall be placed on the regular seniority list. After the trial period, the employee shall receive all fringe benefits as set forth in this Agreement.

Section 5. Payment of dues. Payment of all dues withheld from employees' pay checks shall be sent to the Union on or before the fifteenth of the month, or within five (5) days of receipt by the Employer of the necessary forms for completion and report as to dues withheld.

ARTICLE II

WAGES AND BENEFITS

Attached hereto, and marked Schedule "A," is a schedule showing the classifications and wage rates of the employees covered by this Agreement. Said Schedule "A" further sets forth the hours of work, regular working conditions and other details of employment. It is mutually agreed that said Schedule "A" and the contents therein shall constitute a part of this Agreement.

ARTICLE III

TRANSFER OF COMPANY TITLE OR INTEREST

In the event of a sale of the corporation, the Employer's only obligation is to give the Union 30 days' notice before the transfer date. The Employer shall not use any leasing device to a third party to evade this Agreement.

ARTICLE IV

CASUAL AND TEMPORARY EMPLOYEES

The Employer reserves the right to use Casual and Temporary employees who may be hired or transferred from other positions within the Employer for a period of 180 consecutive calendar days or less. Such Casual and Temporary employees shall not acquire or accumulate seniority nor be subject to the terms of this Agreement; nor shall they receive any of the wages or fringe benefits under this Agreement. Casual and Temporary employees shall not exceed in number thirty percent (30%) of the work force.

ARTICLE V

EXTRA CONTRACT AGREEMENTS

The Employer agrees not to enter into any Agreement with another labor organization during the life of this Agreement with respect to the employees covered by this Agreement or any agreement or contract with the said employees, individually or collectively, which in any way conflicts with the terms or provisions of this Agreement.

ARTICLE VI

SENIORITY

Section 1. Seniority rights for employees shall apply, in reducing or increasing the work force, provided the affected employees are equally qualified to perform the available work. In the laying off and the rehiring of laid-off personnel, the particular work performed by said employee is an important factor. The Employer shall decide the extent to which qualification, fitness and ability for the particular "work performed" shall control in determining the layoff and rehire of personnel. When all other factors are determined by the Employer to be equal, seniority shall control.

Section 2. The Employer shall post a list of the employees, arranged in order of their seniority. This list shall be posted in a conspicuous place at the place of employment.

Section 3. Seniority shall be broken only by discharge, voluntary quit, obtaining a leave under false pretenses, overstaying a leave without permission from the Employer, or layoff for a period of more than twelve (12) months.

Section 4. In the event of layoff, an employee so laid off shall be given three (3) days' notice of recall, mailed to the employee's last-known address, by certified mail, return receipt requested. In the event the employee, within three (3) days of receipt of said notice, shall fail to return to work, the employee shall lose all seniority rights under this Agreement.

A certified notice of recall mailed to the employee's last-known address and returned to the Employer not accepted shall be considered as received. It is the employee's responsibility to notify the Employer of the employee's current address and phone number, if applicable.

Section 5. If requested by the Local Union in writing within sixty (60) days after the effective date of this Agreement, one Steward shall be granted super seniority for layoff and recall.

ARTICLE VII

DISCHARGE OR SUSPENSION

The Employer shall not discharge nor suspend any employee whose work is satisfactory. When an employee is discharged or suspended, the Employer shall give a written notice of the complaint against such employee to the employee, in writing, and a copy of the same to the Union and Job Steward. The Employer is to be the judge as to the satisfactory performance of work by an employee. Unsatisfactory conduct shall include:

1. Any act of dishonesty.
2. Drunkenness or drinking intoxicants while on duty, or on Employer property (Refusal to take a sobriety test shall establish a presumption of drunkenness).
3. Possession or use of unprescribed, addictive drugs or narcotics while on duty or on Employer property.
4. Being under the influence of alcohol, or drugs, or controlled substances, or in an unfit condition at work.
5. Negligence resulting in an accident while on duty.
6. Carrying of unauthorized passengers while on the job.
7. Violation of governmental rules, regulations, laws.
8. Any employee who is absent from work for three (3) successive work days without notification to the Employer shall be considered a voluntary quit.
9. Failure to return and report for work at the termination of a leave of absence shall be considered a voluntary quit.
10. Failure to report an accident promptly.
11. Non-compliance with D.O.T. rules and regulations.
12. Any violation of the Employer's rules and regulations.

Warning notices not followed by another penalty within 12 months may not be used for progressive discipline.

A request by an employee for an investigation as to the employee's discharge or suspension must be made by written request and received by the Union within three (3) days from the date of discharge or suspension. Appeal from discharge or suspension must be heard within five (5) days, and a decision reached within ten (10) days from the date of suspension or discharge. If no decision has been rendered within ten (10) days, the case shall be then taken up as provided for in Article VIII, Step 2, hereof. Time limits may be extended by mutual consent of the parties.

ARTICLE VIII

GRIEVANCE AND ARBITRATION PROCEDURE

Section 1 It is mutually agreed that all grievances, disputes or complaints arising under and during the terms of this Agreement shall be settled in accordance with the procedure herein provided and that there shall at no time be any strikes, tie-ups of equipment, slow-downs, walk-outs or any other cessation of work or the use of any method of lockout or legal proceedings, except as specifically agreed to in this Agreement.

Every effort shall be made to adjust all controversies and disagreement between the Employer and the Union or its members in an amicable manner. In the event that any dispute cannot be settled in this manner, the question may be submitted for settlement as hereinafter provided.

Grievances must be taken up promptly and no grievance will be considered or discussed which is presented later than three (3) days after such has happened.

Section 2. Should any grievance, dispute, or complaint arise over the interpretation or application of the express provision of this Agreement, there shall be an earnest effort on the part of the parties to settle such promptly through the following steps:

Step 1: An employee having a grievance shall first present it orally to his/her supervisor or the supervisor's designated representative.

Step 2: If the grievance cannot be satisfactorily adjusted between the employee and the supervisor or designee, no later than three (3) working days after the facts occurred which give rise to the grievance, the grievance shall be reduced to writing, on forms provided by the Union, and presented to the Employer's General Manager or the General Manager's designated representative. Within three (3) working days thereafter, the General Manager or designee shall furnish to the job steward an answer to the grievance. Should the General Manager fail to furnish a written answer within the said three (3) working days, the grievance shall be processed in accordance with Step Three.

Step 3; If the grievance cannot be satisfactorily adjusted with the General Manager, no later than three (3) working days after receipt of the General Manager's answer, or within three (3) working days of the date on which said answer should have been furnished, a designated representative of the Union shall present the grievance to the Employer's Vice president or the Vice President's designated representative. Within three (3) working days

thereafter, the Vice President or designee shall furnish to the Union representative a written answer to the grievance. Should the Vice President or designee fail to furnish a written answer within the said three (3) working days, the grievance shall be processed in accordance with Step Four.

Step 4: If the grievance involves claims of alleged improper: (1) discipline or discharge of the grievant; or (2) application of pay rate and benefits for time worked by the grievant; or (3) application of the grievant's seniority in the lay off of the grievant during a reduction in force, and the grievance cannot be satisfactorily resolved in Step Three, no later than three (3) working days after presentation of the grievance to the Employer's Vice president, the Union may give written notice to the Employer's Vice President or the Vice president's designated representative of the Union's intention to proceed to arbitration. The written notice to proceed to arbitration must be received by the Employer's Vice President by the third (3rd) working day to be timely filed. If the aforesaid written notice is timely filed, the grievance shall be processed in accordance with Step 5, and the parties shall treat the arbitration of the grievance as mandatory.

Step 5: Within three (3) working days after the date that an arbitration notice is given to the Employer's Vice President on the grievance, the Union must file a request for Arbitration Panel with the Federal Mediation and Conciliation Service Office of Arbitration Services (hereinafter referred to as "FMCS-OAS"), notifying FMCS-OAS of their desire to obtain a panel of seven (7) arbitrators. Either party shall have the option of a second (2nd) panel of seven (7) arbitrators, The FMCS-OAS panels shall consist of arbitrators from across the Midwest. The arbitrator shall be selected from said panel or panels by an alternate striking of names. The Union shall strike first and the parties shall thereafter alternate in the striking of the remaining names until a single name remains on the list, and that remaining name shall be designated the arbitrator. Upon acceptance of the commission by the arbitrator, he shall, after hearings consistent with fair play and the law, render his award which shall be final and binding upon the parties. Each party shall bear its own expenses in connection with the arbitration, however, the expense of the arbitrator shall be shared equally by the parties. Where one party arranges for the transcription of the arbitration hearing by a court reporter, and the other party orders a copy of the record made, the parties shall share equally the total costs of obtaining the transcript and copy thereof. The arbitrator shall not, in any way, provide said party with the original or a copy of the transcript unless the party shares equally in the total cost of obtaining

the transcript and a copy thereof. The arbitrator shall have no power to alter, modify, or amend any provisions hereof, nor to rule against the Employer unless the Employer's judgment or decision is contrary to the express provisions of this Agreement.

Section 3. Exclusive Remedy. The remedy provided in this Agreement, arbitration of certain grievances, shall be the exclusive remedy, precluding judicial access or remedy, for alleged violations of the Agreement by the Employer, and the outcome of this remedy, shall be final and binding upon the parties and those persons covered by this Agreement.

Section 4. Prohibition Against Interrupted Operations. The Union and the Employer agree that both desire uninterrupted production and operation. During the life of this Agreement, the Union shall not authorize, sanction, encourage, ratify, acquiesce in, condone or permit any of its members to take part in, nor shall any member of the Union take part in, a sit-down, stay-in, slowdown, curtailment of work,, restriction of production, strike, work stoppage, artificial sick call, sympathy strike, or any interference of operations of the Employer. The Union shall not cause, authorize, sanction, encourage, ratify, acquiesce in, condone or permit its members to take part in, nor shall any member of the Union take part in, any strike or stoppage of, in or at, any of the Employers operations or the picketing of the Employees plants, offices, or other premises during the term of this Agreement. In the event activity prohibited by this section occurs during the term of this Agreement, the Union, its officers, agents, servants, representatives, stewards, committee persons, employees and members, and each of them, shall have an affirmative obligation and duty, and in connection therewith, shall exercise whatever powers they possess and take whatever steps are necessary and proper to end such improper activity. The Union agrees that the Employer is entitled to expect and rely-upon this section as providing the Employer with uninterrupted operations during the term of this Agreement. In addition to any other right or remedy the Employer may have, and without limitation thereof, the Employer shall have the right to discipline or discharge any employee participating in any way in any violation of this section, and shall have the further right to discipline on a selective basis or to impose different degrees of discipline based on the Employer's appraisal of the employee's degree of participation in or responsibility for such violation or the continuation thereof, all of which shall be without recourse.

Section 5. Prohibition Against Lock-Out. The Employer for its part agrees that there shall be no lockout during the term of this Agreement. This lockout provision shall not apply in the event of an authorized strike.

ARTICLE IX

STEWARDS

Section 1. The Union shall designate a Job Steward and Alternate from the Employer's active seniority list, which Job Steward and Alternate shall be approved by the Employer. The Job Steward and Alternate shall be an active employee of the Employer. The authority of a Job Steward and Alternate so designated by the Union and approved by the Employer shall be limited to, and shall not exceed, the following duties and activities:

(i). The investigation and presentation of grievances to the Employer or the designated Employer representative in accordance with the provisions of this Agreement.

(ii). The transmission of such messages and information which shall originate with, and are authorized by the Local Union or its officers; provided, such messages and information:

- (a) have been reduced to writing, and
- (b) do not involve work stoppages, slowdowns, refusal to handle goods, or any other interference with the Employer's business.

A Job Steward and Alternate shall have no authority to take strike action, or any other action interrupting the Employer's business. The Employer shall have the authority to impose proper discipline, including discharge, in the event the Job Steward or Alternate has taken any strike action, slowdown, or work stoppage in violation of this Agreement. A Job Steward or Alternate shall not engage in Union business during work time without the express consent of the Employer, and if they act without consent, they are subject to discipline or discharge without recourse to the grievance procedure. A Job Steward or Alternate may engage in Union Business on their own time.

Section 2. It is further mutually agreed that the Union will, within two (2) weeks of the date of the signing of this Agreement, serve upon the Employer a written notice, which notice will list the Union's authorized representatives who will deal with the Employer and make commitments for the Union generally.

ARTICLE X

LEAVE OF ABSENCE

Section 1. Any employee desiring a leave of absence from his employment shall secure written permission from the Employer, with notice to the Union. The granting of any leave of absence by the Employer shall be considered without precedent or prejudice to the Employer's right in the future. During the period of absence, the employee shall not engage in gainful employment within the same industry in classifications covered by this Agreement. Failure to comply with this provision shall result in the complete loss of seniority rights for the employees involved.

Section 2. Family and Medical Leave. This Agreement shall be construed in a manner that complies with the Family and Medical Leave Act of 1993, giving to the Employer whatever options are available to employers under the Act.

Section 3. Military Leave. This Agreement shall be construed in a manner that complies with state and federal law with respect to employee in the military.

ARTICLE XI

MANAGEMENT RIGHTS

The Union recognizes and agrees that all management rights, powers, authority, and functions, regardless of whether or when exercised, shall remain vested exclusively in the Employer. It is expressly recognized that such rights, powers, authority, and functions include, but are by no means whatever limited to, the full and exclusive control, management and operations of its facilities; the determination of the scope of its activities, and methods pertaining hereto, the location and relocation of business activities and operations; the material and goods to be acquired or utilized, and the equipment and machinery to be utilized, schedules of work, delivery schedules, and standards; the right to schedule, change eliminate, require and assign overtime work; the right to establish, change, combine or eliminate jobs, or positions; the right to introduce or make technological changes; the right to maintain order and efficiency; the right to contract, subcontract, transfer, convey or assign any work; the determination of the extent to which, as well as the means and manner by which, its business sections, units or any part thereof, shall be operated, relocated, remodeled, refurbished, maintained, shut down or abandoned; the right to terminate, merge, consolidate, sell or otherwise transfer its business, or any part thereof; and the right to make, change, and enforce safety and security rules, rules of conduct, and work rules; the determination of the number of employees, the assignment of duties to employees, and the direction of the working force, including but by no means limited to hiring, selecting and training of employees, and disciplining, suspending, discharging, scheduling, assigning, laying off, recalling, promoting, transferring and interchanging of its employees.

It is the intention of the Employer and the Union that the rights, powers, authority and functions referred to herein shall remain exclusively vested in the Employer except insofar as specifically surrendered or limited by express provisions of this Agreement.

ARTICLE XII

LIMITATIONS OF AUTHORITY AND LIABILITY

Section 1. No employee, Union member or agent of the Union, shall be empowered to call or cause any strike, work stoppage or cessation of employment of any kind whatsoever without the express approval of the Executive Board of the Local Union through its President. The Union shall not be liable for any such activities which are not in violation of this Agreement.

Section 2. Any individual employee or group of employees who willfully violate or disregard the grievance procedure set forth in Article VIII of this Agreement may be summarily discharged by the Employer without liability on the part of the Employer or the Union.

Section 3. The authority of Union Stewards shall be limited to acts or functions which said Stewards are expressly authorized to perform by the Executive Board of the Local Union.

ARTICLE XIII

MAINTENANCE OF STANDARDS

Section 1. The Employer agrees to honor all the wages, terms and conditions of employment as specifically set forth in this Agreement and to change the wages, terms, and conditions of employment during the term of this Agreement whenever change is required by the specific provisions of this Agreement

ARTICLE XIV

EXAMINATIONS

Physical, mental or other examinations required by a government body or the Employer shall be promptly complied with by all employees, provided, however, the Employer shall pay for all such examinations. The Employer shall not pay for any time spent in the case of applicants for jobs and shall be responsible to other employees only for time spent at the place of examination or examinations, where the time spent by the employee exceeds two (2) hours. Examinations are to be taken at the employee's home terminal. Employees will not be required to take examinations during their working hours..

The Employer reserves the right to select its own medical examiner or physician, and the Union may, if it believes an injustice has been done to an employee, have said employee reexamined at the employee's expense.

EXECUTIVE BOARD

EARL WALKER
President

DAVID BLUHM
Vice President

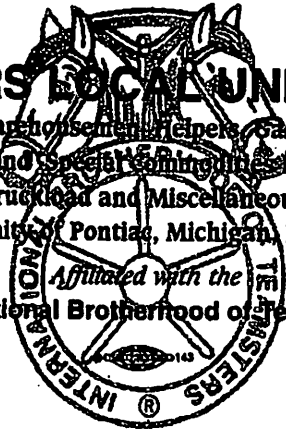
DENNIS MEYER
Secretary/Treasurer

TEAMSTERS LOCAL UNION NO. 614

General Drivers, Warehousemen, Helpers, Gas Station Attendants
Steel and Special Contract Haulers

Truckload and Miscellaneous,
in the General Vicinity of Pontiac, Michigan, Local Union No. 614

Affiliated with the
International Brotherhood of Teamsters



KAREN LANKFORD
Recording Secretary

DUANE ALLEN
Trustee

JEFF DODGE
Trustee

KEITH GREEN
Trustee

LETTER OF UNDERSTANDING

February 25, 2010

**THIS LETTER OF UNDERSTANDING IS ENTERED INTO BETWEEN
TEAMSTERS LOCAL UNION NO. 614 AND LOU'S TRANSPORT INC...
THE PURPOSE OF THIS LETTER OF UNDERSTANDING IS TO ALLOW
THE COMPANY TO GO FROM A SEVEN DAY PAY PERIOD TO A 14
DAY PAY PERIOD.**

Dennis L. Meyer
UNION REPRESENTATIVE

2/25/2010
DATE

[Signature]
COMPANY REPRESENTATIVE

2/25/2010
DATE

ARTICLE XV

PAY PERIOD

All employees covered by this Agreement shall be paid in full each week. Not more than seven (7) days shall be held from a regular employee. The Union and Employer may, by mutual agreement, provide for longer pay periods. Each employee shall be provided with an itemized statement of his earnings and of all deductions made for any purpose upon request of individual employees or Union Representatives.

ARTICLE XVI

NON-DISCRIMINATION

The Employer and the Union agree not to discriminate against any individual with respect to the individual's hiring, compensation, terms or conditions of employment because of such individual's race, color, religion, sex, age, handicap, or national origin, nor will they limit, segregate or classify employees in any way to deprive any individual employee of employment opportunities because of the individual's race, color, religion, sex, age, handicap, or national origin. The parties also will not tolerate sexual harassment.

ARTICLE XVII

DRUG FREE WORKPLACE

The Parties agree that the Employer may take whatever steps are necessary and proper to insure a drug-free workplace, including appropriate drug-testing.

ARTICLE XVIII

EQUIPMENT, ACCIDENTS AND REPORTS

Section 1. The Employer shall not require employees to take out on the streets or highways any vehicle that is not equipped with the safety appliances prescribed by law.

Section 2. Any employee involved in any accident shall immediately report said accident and any physical injury sustained. When required by the Employer, the employee shall make out an accident report, in writing, on forms furnished by the Employer, and shall turn in all available names and addresses of witnesses to any accident. Failure to comply with this provision shall subject employee to disciplinary action by the Employer.

Section 3. Employees shall promptly report all defects in equipment. Such reports shall be made on a suitable form furnished by the Employer.

ARTICLE XIX

TOTAL AGREEMENT

Section 1. The provisions of this Agreement: (i) supersede all prior agreements, understandings, and practices, oral or written, express or implied, between such parties; (ii) constitute the entire agreement between the parties; (iii) shall govern the entire relationship between the parties; and (iv) shall be the sole source of any and all rights or claims which may be asserted in the grievance procedure or any other forum.

Section 2. The provisions of this Agreement can be amended, supplemented, rescinded or otherwise altered only by mutual agreement in writing signed by the parties.

Section 3. The parties acknowledge that during the negotiations which resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplations of either or both of the parties of the time they negotiated or signed this Agreement.

ARTICLE XX

SEPARABILITY AND SAVINGS CLAUSE

If any article or section of this Agreement, or of any riders thereof, should be held invalid by operation of law, or by any tribunal of competent jurisdiction (State or Federal), or if compliance with or enforcement of any article or section should be restrained by such tribunal pending final determination as to its validity, the remainder of this Agreement and of any rider thereto, or the application of such article or section to persons or circumstances other than those as to which it has been held invalid, or as to which compliance with or enforcement of has been restrained, shall not be affected thereby. In the event that any article or section is held invalid, or enforcement of or compliance with has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining upon the request of the Union or the Employer for the purpose of arriving at a mutually satisfactory replacement for such article or section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, either party shall be permitted all legal or economic recourse in support of its demands, notwithstanding any provision in this Agreement to the contrary.

ARTICLE XXI

TERMINATION OF AGREEMENT

This Agreement shall be in full force and effect from the date of signing to and including January 14, 2019, and shall continue in full force and effect from year to year thereafter, unless written notice of desire to terminate, modify or make changes in said Agreement is served by either party upon the other at least 60 days prior to the date of expiration.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

LOUS TRUCKING CO.

By: _____

By: _____

INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, WAREHOUSEMEN AND
HELPERS OF AMERICA, LOCAL NO. 614

By: _____

By: _____

SCHEDULE "A"

This Schedule "A", made and entered into this 15th day of January 2014, by and between LOU'S TRUCKING COMPANY, party of the first part, and hereinafter called the Employer, and LOCAL NO. 614, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, party of the second part, hereinafter called the Union.

IT IS AGREED by and between the parties that Schedule "A" is a part to the Agreement and is incorporated therein by reference.

ARTICLE I

SCALE OF WAGES AND CLASSIFICATIONS

Section 1. The following is an hourly pay rate scale based on annual employment. Each employee shall be eligible for a yearly increase at the anniversary of their date of hire.

Truck Type	Year				
	#1	#2	#3	#4	#5
Quad-Axle	\$15.00	\$15.75	\$16.25	\$16.75	\$17.25
Tri-Axle	\$14.50	\$15.25	\$15.75	\$16.25	\$16.75

Section 2. An Employee shall remain eligible for a yearly increase as long as the employee maintains continuous employment with the Employer. If any employee leaves the Employer with a break in seniority and returns, the employee's hire date will change, and they will start, again, at the first year pay rate.

Section 3. OVERTIME The work week shall be forty (40) hours per week. One and one-half (1-1/2) times the regular rate of pay shall be paid for all work performed in excess of forty (40) hours in any one (1) work week.

Section 4. Any employee covered by this Agreement, who is scheduled to work, does appear at the Employer's place of employment, and who shall have begun to work, shall be entitled to a minimum of two (2) hours of work and pay therefore at the established rate.

If said employee shall appear and not be put to work, they shall be entitled to a minimum of two (2) hours work and pay therefor at the established rate, provided, however, that if the employee shall have been previously notified that no work would be available to the employee, the employee's appearance shall not entitle them to the benefits of the minimum show-up pay.

The above is a show-up guarantee. If work is not available in the employee's classification,

they will do any and all work available to fulfill the guarantee.

On days of adverse weather conditions (for example: raining or snowing) every driver is responsible for calling in prior to their scheduled starting time to ascertain whether they have been placed on "hold". The Employer may place a driver on "hold", that is delay starting time, for two (2) hours. After that time, if not assigned work, employees are released for the day. There is no obligation for show-up pay to drivers who have been placed on hold.

ARTICLE II

CREDIT UNION

Employees may join the Construction Federal Credit Union. A deduction may be taken from the employee's paycheck with proper authorization and deposited into the employee's account at the Credit Union on a weekly basis.

ARTICLE III

NEW JOBS AND RATES

When the Employer establishes a rate for a new job and places it into effect, the Union shall be notified in writing as soon as practicable. The rate shall remain in effect at least thirty (30) calendar days, whereafter the Union may request the parties meet and discuss the rate.

ARTICLE IV

BREAK DOWN TIME

Time spent in making pickups at point of origin, and at destination shall be paid for at the hourly rates as established in the classification rates in Section 1 above.

ARTICLE V

JURY DUTY

In the event an employee subject to this Agreement is called for jury duty during any period which would interfere with the employee's standard work week, the Employer agrees to use its best efforts to assist the employee seeking a deferral of said jury duty obligation days of receipt by the Employer of them until the slow season to minimize any lost time of the employee.

ARTICLE VI

FUNERAL PAY

In the event of the death of a member of the employee's immediate family, that is, the employee's mother, father, legal spouse, brother, sister or child, the employee shall receive up to two (2) days of paid straight time lost from work, for purposes of attending said funeral. Regular full-time employees are eligible for one (1) day of bereavement pay due to the death of a grandparent(s), father-in-law or mother-in-law.

Time paid will not be counted as hours worked for purposes of overtime. Such pay shall be paid upon the employee providing the Employer with the death certificate or obituary notice ascertaining the relationship between the deceased person and the employee. Any employee found using the preceding clause fraudulently shall be discharged immediately.

ARTICLE VII

HEALTH AND WELFARE AND RETIREMENT

Section 1. Each full time employee who has worked for Lou's Transport, Inc. for sixty (60) days is eligible to participate in the Company's Health Insurance Plan, effective the day of the month following the sixty (60) day period, or effective when the Company's Health Insurance allows entry into the plan, whichever applies.

Lou's Transport, Inc. provides a comprehensive health care protection program for regular full-time employees, subject to the health care plan's enrollment requirement and procedures. This program includes Medical, Dental, Vision, Life, and Long Term Disability Insurance options from which to choose. These health care insurance coverage options are intended to provide employees with a broad range of protection to meet their health care needs.

The amount of the premium Lou's Transport, Inc. and the employee is responsible for will vary depending upon the eligibility requirements and whether the employee elects to participate in the Health Insurance Plan(s).

If the employee does not meet the eligibility requirements or elects not to participate in the Health Insurance Plan(s), the employee will be wholly responsible for obtaining and paying for his/her own health insurance.

The Health Insurance Plan is a company benefit that Lou's Transport, Inc. provides at its' discretion. Lou's Transport, Inc. reserves the right to change insurers, cancel any policy, or restrict it in any way it deems appropriate, without having to justify its' basis.

Some restrictions and benefit maximums may apply. Be sure to carefully review the specific details of this program in the plan booklet, which is available from the Human Resources Department.

Section 2. 401K: Employees are eligible to participate in the Employer's plan beginning on the first day of the calendar quarter following the Employee's completion of 90 days of employment.

All vesting schedules and other guidelines of the plan are summarized in the enrollment kits and plan documents.

Section 3. If covered by the Family and Medical Leave Act, the Employer shall comply with the requirements of the FMLA and its applicable regulations, using a rolling backward twelve (12) month period for determining eligibility for leave.

Section 4. **Consolidated Omnibus Budget Reconciliation Act (C.O.B.R.A.)**

****VERY IMPORTANT NOTICE****

On July 1, 1986, a new federal law was enacted requiring that most employers sponsoring health plans offer employees and their families the opportunity for a temporary extension of health coverage at group rates in certain instances where coverage under the plan would otherwise end.

This notice is intended to inform you of your rights and obligations under the continuation coverage provision of the new law. Both you and your spouse, if applicable should take time to read this notice carefully.

If you are an employee of the Company and covered by the plan, you have a right to choose the continuation coverage if you lose your group health coverage because of a reduction in your hours of employment or the termination of your employment (for reasons other than gross misconduct on your part). If you choose to continue coverage, you will be required to pay a monthly premium, which will be indicated to you, before you make a decision.

If you are the spouse of an employee covered by the plan, you have the right to choose continuation coverage for yourself if you lose group health coverage under the plan for any of the following four (4) reasons:

1. The death of your spouse;
2. A termination of your spouse's employment (for reasons other than gross misconduct) or reduction in your spouse's hours of employment;
3. Divorce or legal separation from your spouse; or
4. Your spouse becomes eligible for Medicare.

In the case of a dependent child of an employee covered by the plan, including a child who is born or placed with you for adoption during a period of C.O.B.R.A. coverage, he or she has the right to continue coverage under the plan if lost for any of the following five (5) reasons:

1. The death of an employee parent;
2. The termination of a parent's employment (for reasons other than gross misconduct) or reduction in a parent's hours of employment with the Company;
3. Parents divorce or legal separation;
4. A parent becomes eligible for Medicare; or
5. The dependent ceases to be a "dependent child" under the plan.

Each employee or family member has the responsibility to inform the Company of a divorce, legal separation, or a child losing dependent status under the plan. When we are notified that one of these events has happened, we will in turn notify you that you have the right to choose continuation coverage. Under the law, you have at least 60 days from the date you would lose coverage, because of one of the events described above, to inform the Company that you want continuation coverage.

If you do not choose continuation coverage, your group health insurance coverage will end.

If you choose continuation coverage, the Company is required to give you coverage which, as of the time coverage is being provided, is identical to the coverage provided under the plan to similarly situated employees or family members. The law requires that you be afforded the opportunity to maintain coverage for three (3) years unless you lose group health coverage because of a termination of employment or reduction in hours. In that case, the required continuation coverage period is 18 months. If you lost group health coverage because of a termination of employment or reduction in hours and you are determined to be disabled as defined by the Social Security Act at the time of termination, or reduction in hours, or at any time during the first 60 days of C.O.B.R.A. coverage, the continuation coverage period is 29 months. However, the law also provides that your continuation coverage may be cut short for any of the following reasons:

1. If the Company no longer provides group health coverage to any of its employees;
2. If the premium for your continuation coverage is not paid;

3. If you become an employee covered under another group health plan which does not contain any exclusion or limitations with respect to any pre-existing condition you may have;
4. If you become eligible for Medicare;
5. You extend coverage for up to 29 months due to disability and there has been a final determination that you are no longer disabled;
6. If you were divorced from a covered employee and subsequently remarry and are covered under your new spouse's health plan.

This notice is provided as a matter of information only. It does not, and is not intended to create any contractual, legal or other rights. Rather, your rights are only as expressly set forth in the plan and in Federal and State law. The Company reserves the right to amend and/or change the plan as permitted by the terms of the plan.

In addition, a subsequent qualifying event and an initial qualifying event can extend the period of coverage for qualified beneficiaries.

For further information about this law, contact Human Resources.

ARTICLE VIII

VACATION

Effective January 1, 2009, vacation pay will be pursuant to the attached Addendum entitled, "Vacation/Sick Time Addendum Office Personnel & Mechanics".

ARTICLE IX

HOLIDAYS

The Employer will observe the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

If one of these holidays falls on a Saturday or Sunday, it will usually be observed to coincide with the Federal Government's holiday schedule.

All regular full-time employees receive holiday pay providing they work their entire scheduled hours for the scheduled shift immediately before and after the holiday. Employee must have completed one (1) year of service before they are eligible for holiday pay.

Holiday pay is paid at straight time based on eight (8) hours pay.

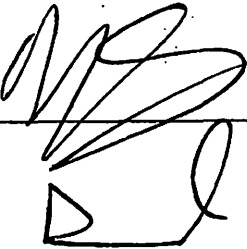
TERMINATION OF SCHEDULE "A" AGREEMENT

This Agreement shall be in full force and effect from the date of signing to and including January 14, 2019, and shall continue in full force and effect from year to year thereafter unless written notice of desire to terminate, modify, or make changes in said Schedule "A" Agreement is served by either party upon the other at least 60 days prior to the date of expiration.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

LOUS TRUCKING CO.

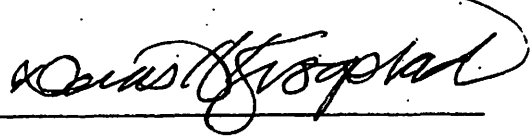
By: _____



By: _____

INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, WAREHOUSEMEN AND
HELPERS OF AMERICA, LOCAL NO. 614

By: _____



By: _____



Vacation/Sick Time Addendum

Office Personnel & Mechanics

Effective January 1, 2009 vacation pay will be as follows:

All Regular full-time employees became eligible for vacation/sick pay in accordance with the following computations;

Vacation/Sick hours/pay equal:

One (1) to two (2) years of continuous employment = Five (5) days at the rate of eight (8) hours (straight time) per day.

Three (3) to ten (10) years of continuous employment = Ten (10) days at the rate of eight (8) hours (straight time) per day,

Eleven (11) or more years of continuous employment = Fifteen (15) days at the rate of eight (8) hours (straight time) per day.

The eligibility period shall coincide with the anniversary date of employment. Paid vacation/sick time off must be taken in the employment year following the eligibility period and cannot be carried forward into the following year. Vacation/sick time will not be paid out during the year unless you take actual time off, Saturdays will not be used calculating vacation time. You must use the actual time off during your employment year, or you will lose it.

All eligible Full-time employees are required to take their vacation between December 15 and April 15 except when otherwise agreed to and approved in advance by the Manager.

You should submit your written request for vacation days to the Manager at least thirty (30) days in advance. Every attempt will be made to grant your vacation/sick days as requested dependent on other employee requests and the needs of the business. Where two (2) employees select the same vacation dates, the first employee to submit the vacation/sick request will be granted preference. If vacations are requested at the same time, the employee with the greatest length of service will be granted the vacation dates. All vacation/sick days must be utilized within the year in which they are recorded. In the event an employee terminates their employment with ASI and MBC for any reason, payment of unused vacation/sick time will be at the discretion of the Company.

**AGGREGATE GROUP
Work Rules**

The following rules and regulations and the penalties to be charged for violation of same are placed into effect, with the approval of your Union, so that all employees of the Company may know what duties are required of them in the general conduct of the Company's business.

Nothing in these rules and regulations shall abrogate the employee's right through the union of which he is a member, to challenge a penalty through the regular grievance machinery. Rules and regulations herein contained shall not supersede any rules or regulations of present union contracts.

The Company reserves the right to follow established Company rules and upon proper notification of the Union, to revise the Rules and Regulations listed herein, and also reserves the right to the use of the grievance machinery as contained in its present contracts.

1. ACCIDENTS:

- (a) Major chargeable accident after full investigation.
Subject to discharge.
- (b) Minor chargeable accident.
1st offense-reprimand
2nd offense-3 day layoff
3rd offense-1 week layoff
Subsequent offenses-subject to discharge.
- (c) Failure to report all accidents, property damage, personal injury or major accidents.
Subject to discharge.

2. EQUIPMENT.

- (a) Deliberate abuse or destruction of company equipment, tools or property; or the property of any employee, and the same shall be provided by the company.
Subject to discharge.
- (b) Failure to report mechanically defective condition of equipment.
1st offense-reprimand
2nd offense-3 day layoff
3rd offense-subject to discharge.

- (c) Unauthorized use of motor vehicles.
Subject to layoff or discharge.
- (d) Owner-operators failure to have units properly fitted out with all state and federal regulations, including safety equipment, provided it is at no cost to owner-operators.
1st offense-reprimand
2nd offense-3 day layoff
3rd offense-subject to discharge.
- (e) Failure to report breakdowns promptly.
1st offense-reprimand
2nd offense-3 day layoff
- (f) Failure to properly check equipment before starting, after every loading and unloading; and failure to operate and keep equipment in good appearance when charged to do so.
1st offense-reprimand
2nd offense-3 day layoff
3rd offense-subject to discharge.
- (g) Tampering with tachograph, service recorders and/or governors.
1st offense-reprimand
2nd offense-3 day layoff
3rd offense-subject to discharge.

3. CONDUCT.

- (a) Drinking or possession of alcoholic beverages or the use or Possession of illegal drugs while on duty or on company property.
Subject to discharge.
- (b) Discourtesy to customers.
1st offense-reprimand
2nd offense-3 day layoff
3rd offense-subject to discharge.
- (c) Dishonesty.
Discharge.
- (d) Flagrant disobeying of orders.
1st offense-reprimand
2nd offense-subject to discharge.

- (e) Failure to report to duty within one hour.
1st offense-reprimand
2nd offense-1 day layoff
3rd offense-3 day layoff
Subsequent offenses-subject to discharge.
- (f) Inaccurate loading or unloading; not applicable if axle scales are not at pit.
1st offense-reprimand
2nd offense-3 day layoff
3rd offense-1 week layoff.

4. REPORTS:

- (a) Failure to properly make out reports and trip sheets.
Reprimand to 3 day layoff.
- (b) Failure to register in and out of terminals or established check stations.
1st offense-reprimand
Subsequent offense-3 day layoff.
- (c) Failure to report tickets and trip sheets at a specified time when required to do so.
1st offense-reprimand
2nd offense-3 day layoff to discharge in aggravated cases.

5. DRIVING SCHEDULES:

- (a) Delaying of load or equipment. 1st offense-reprimand
2nd offense-3 day layoff 3rd offense-discharge.
- (b) Failure to follow routings as designated or instructed.
1st offense-reprimand
Subsequent offenses-3 day layoff.
- (c) Taking lunch period at times other than specified in Union Agreement, without permission.
1st offense-reprimand
2nd offense-3 day layoff
Subsequent offenses-subject to discharge.
- (d) Failure to stop at railroad crossings, as required by law.
1st offense-reprimand
2nd offense-3 day layoff
3rd offense-1 week layoff
4th offense-subject to discharge.

6. ATTENDANCE:

- (a) Absent for three successive working days without notifications.
Voluntary quit.
- (b) Failure to notify his company not less than one hour before his regular showup time when unable to report for duty.
1st offense-reprimand
2nd offense-loss of day or trip
3rd offense-3 day layoff
Subsequent offenses-subject to discharge.
- (c) Reporting late for work. (truck will be held in accordance with Company procedures)
1st offense-reprimand
2nd offense-reprimand
3rd offense-2 day layoff
Subsequent offenses-subject to discharge.
- (d) Absent one or two successive working days without notice. Penalty will not apply where satisfactory proof is given that notification by the employee was not possible.
1st offense-reprimand
2nd offense-1 day layoff
3rd offense-3 day layoff
Subsequent offenses-subject to discharge.

7. MISCELLANEOUS:

- (a) Unauthorized carrying of passengers. Subject to discharge.
- (b) Penalty for 3 minor offenses in a 90 day period (See note 1)
3 Minor-3 day layoff. -
4 Minor-1 week layoff
5 Minor-subject to discharge.
- (c) Penalty for 2 major offenses (See note 2). Subject to discharge.

(d) Failure to meet all requirements of local, state and federal laws.

1st offense-reprimand

2nd offense-3 day layoff

3rd offense-discharge.

Minor offenses against any employee's record that are over six months old shall be forgiven and the employee's record wiped clean.

A major offense against any employee's record that is over nine months old shall be forgiven and the employee's record wiped clean.

Note 1: A minor offense is defined as one for which the penalty is a reprimand.

Note 2: A major offense is defined as one for which the penalty is disciplinary time off.

A warning notice in writing with a copy to the local union must be given for infractions of any rules or regulations. Discharge must be by proper written notice, with a copy to the Local Union.

Each Company must post Company Rules in writing on the board. Appeal from any reprimand, discharge or suspension must be taken in writing to the Employer within 10 days thereof based upon the seriousness of the offense. Discipline for any subsequent rule violation will be the greater of the first offense penalty for the rule violated or the next step in normal progression.

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LABOR AGREEMENT

THIS AGREEMENT, made and entered into this 15th day of January, 2009, by and between LOU'S TRUCKING COMPANY, 1780 East Highwood, Pontiac, Michigan, 48340, party of the first part, and hereinafter termed the Employer, and LOCAL UNION NO. 614, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, located at 1410 South Telegraph Road, Bloomfield Hills, MI 48304, party of the second part, hereinafter called the Union.

WHEREAS, both parties are desirous of preventing strikes and other cessations of work and employment; and entering into a complete agreement setting for the wages, working conditions and hours of employees of the Employer; and of facilitating peaceful adjustment of all grievances which may arise from time to time between the Employer and the Employer's employees; and of promoting and improving peaceful industrial and economic relations between the parties.

ARTICLE I

UNION SHOP AND DUES

Section 1. This Agreement shall apply to those classifications of employees listed in Schedule "A."

Section 2. All present employees who are members of the Local Union on the effective date of this subsection or on the date of execution of this Agreement, whichever is the later, shall remain members of the Local Union in good standing as a condition of employment. All present employees who are not members of the Local Union, and all employees who are hired hereafter, shall become and remain members in good standing of the Local Union as a condition of employment on and after the 31st day following the beginning of their employment or on and after the 31st day following the effective date of this subsection or the date of this Agreement, whichever is the later.

Section 3. The Employer agrees to deduct from the pay of each employee all dues and/or initiation fees of Local 614 and pay such amount deducted to said Local 614 for each and every employee; provided, however, that the Union presents to the Employer authorizations signed by such employees allowing such deductions and payments to the Local Union as aforesaid.

Section 4. A new employee must complete a one hundred twenty (120) working day trial period within any one-hundred eighty (180) calendar day period during which period the employee may be released or discharged without further recourse; provided, however, that the Employer may not discharge or discipline for the purpose of evading this Agreement or discriminating against Union members. After completing the one hundred twenty (120) working day trial period, the employee shall be placed on the regular seniority list. After the trial period, the employee shall receive all fringe benefits as set forth in this Agreement.

Section 5. Payment of dues. Payment of all dues withheld from employees' pay checks shall be sent to the Union on or before the fifteenth of the month, or within five (5) days of receipt by the Employer of the necessary forms for completion and report as to dues withheld.

ARTICLE II

WAGES AND BENEFITS

Attached hereto, and marked Schedule "A," is a schedule showing the classifications and wage rates of the employees covered by this Agreement. Said Schedule "A" further sets forth the hours of work, regular working conditions and other details of employment. It is mutually agreed that said Schedule "A" and the contents therein shall constitute a part of this Agreement.

ARTICLE III

TRANSFER OF COMPANY TITLE OR INTEREST

In the event of a sale of the corporation, the Employer's only obligation is to give the Union 30 days' notice before the transfer date. The Employer shall not use any leasing device to a third party to evade this Agreement.

ARTICLE IV

CASUAL AND TEMPORARY EMPLOYEES

The Employer reserves the right to use Casual and Temporary employees who may be hired or transferred from other positions within the Employer for a period of 180 consecutive calendar days or less. Such Casual and Temporary employees shall not acquire or accumulate seniority nor be subject to the terms of this Agreement; nor shall they receive any of the wages or fringe benefits under this Agreement. Casual and Temporary employees shall not exceed in number thirty percent (30%) of the work force.

ARTICLE V

EXTRA CONTRACT AGREEMENTS

The Employer agrees not to enter into any Agreement with another labor organization during the life of this Agreement with respect to the employees covered by this Agreement or any agreement or contract with the said employees, individually or collectively, which in any way conflicts with the terms or provisions of this Agreement.

ARTICLE VI

SENIORITY

Section 1. Seniority rights for employees shall apply, in reducing or increasing the work force, provided the affected employees are equally qualified to perform the available work. In the laying off and the rehiring of laid-off personnel, the particular work performed by said employee is an important factor. The Employer shall decide the extent to which qualification, fitness and ability for the particular "work performed" shall control in determining the layoff and rehire of personnel. When all other factors are determined by the Employer to be equal, seniority shall control.

Section 2. The Employer shall post a list of the employees, arranged in order of their seniority. This list shall be posted in a conspicuous place at the place of employment.

Section 3. Seniority shall be broken only by discharge, voluntary quit, obtaining a leave under false pretenses, overstaying a leave without permission from the Employer, or layoff for a period of more than twelve (12) months.

Section 4. In the event of layoff, an employee so laid off shall be given three (3) days' notice of recall, mailed to the employee's last-known address, by certified mail, return receipt requested. In the event the employee, within three (3) days of receipt of said notice, shall fail to return to work, the employee shall lose all seniority rights under this Agreement.

A certified notice of recall mailed to the employee's last-known address and returned to the Employer not accepted shall be considered as received. It is the employee's responsibility to notify the Employer of the employee's current address and phone number, if applicable.

Section 5. If requested by the Local Union in writing within sixty (60) days after the effective date of this Agreement, one Steward shall be granted super seniority for layoff and recall.

ARTICLE VII

DISCHARGE OR SUSPENSION

The Employer shall not discharge nor suspend any employee whose work is satisfactory. When an employee is discharged or suspended, the Employer shall give a written notice of the complaint against such employee to the employee, in writing, and a copy of the same to the Union and Job Steward. The Employer is to be the judge as to the satisfactory performance of work by an employee. Unsatisfactory conduct shall include:

1. Any act of dishonesty.
2. Drunkenness or drinking intoxicants while on duty, or on Employer property (Refusal to take a sobriety test shall establish a presumption of drunkenness).
3. Possession or use of unprescribed, addictive drugs or narcotics while on duty or on Employer property.
4. Being under the influence of alcohol, or drugs, or controlled substances, or in an unfit condition at work.
5. Negligence resulting in an accident while on duty.
6. Carrying of unauthorized passengers while on the job.
7. Violation of governmental rules, regulations, laws.
8. Any employee who is absent from work for three (3) successive work days without notification to the Employer shall be considered a voluntary quit.
9. Failure to return and report for work at the termination of a leave of absence shall be considered a voluntary quit.
10. Failure to report an accident promptly.
11. Non-compliance with D.O.T. rules and regulations.
12. Any violation of the Employer's rules and regulations.

Warning notices not followed by another penalty within 12 months may not be used for progressive discipline.

A request by an employee for an investigation as to the employee's discharge or suspension must be made by written request and received by the Union within three (3) days from the date of discharge or suspension. Appeal from discharge or suspension must be heard within five (5) days, and a decision reached within ten (10) days from the date of suspension or discharge. If no decision has been rendered within ten (10) days, the case shall be then taken up as provided for in Article VIII, Step 2, hereof. Time limits may be extended by mutual consent of the parties.

ARTICLE VIII

GRIEVANCE AND ARBITRATION PROCEDURE

Section 1 It is mutually agreed that all grievances, disputes or complaints arising under and during the terms of this Agreement shall be settled in accordance with the procedure herein provided and that there shall at no time be any strikes, tie-ups of equipment, slow-downs, walk-outs or any other cessation of work or the use of any method of lockout or legal proceedings, except as specifically agreed to in this Agreement.

Every effort shall be made to adjust all controversies and disagreement between the Employer and the Union or its members in an amicable manner. In the event that any dispute cannot be settled in this manner, the question may be submitted for settlement as hereinafter provided.

Grievances must be taken up promptly and no grievance will be considered or discussed which is presented later than three (3) days after such has happened.

Section 2. Should any grievance, dispute, or complaint arise over the interpretation or application of the express provision of this Agreement, there shall be an earnest effort on the part of the parties to settle such promptly through the following steps:

Step 1: An employee having a grievance shall first present it orally to his/her supervisor or the supervisor's designated representative.

Step 2: If the grievance cannot be satisfactorily adjusted between the employee and the supervisor or designee, no later than three (3) working days after the facts occurred which give rise to the grievance, the grievance shall be reduced to writing, on forms provided by the Union, and presented to the Employer's General Manager or the General Manager's designated representative. Within three (3) working days thereafter, the General Manager or designee shall furnish to the job steward an answer to the grievance. Should the General Manager fail to furnish a written answer within the said three (3) working days, the grievance shall be processed in accordance with Step Three.

Step 3; If the grievance cannot be satisfactorily adjusted with the General Manager, no later than three (3) working days after receipt of the General Manager's answer, or within three (3) working days of the date on which said answer should have been furnished, a designated representative of the Union shall present the grievance to the Employer's Vice president or the Vice President's designated representative. Within three (3) working days

thereafter, the Vice President or designee shall furnish to the Union representative a written answer to the grievance. Should the Vice President or designee fail to furnish a written answer within the said three (3) working days, the grievance shall be processed in accordance with Step Four.

Step 4: If the grievance involves claims of alleged improper: (1) discipline or discharge of the grievant; or (2) application of pay rate and benefits for time worked by the grievant; or (3) application of the grievant's seniority in the lay off of the grievant during a reduction in force, and the grievance cannot be satisfactorily resolved in Step Three, no later than three (3) working days after presentation of the grievance to the Employer's Vice president, the Union may give written notice to the Employer's Vice President or the Vice president's designated representative of the Union's intention to proceed to arbitration. The written notice to proceed to arbitration must be received by the Employer's Vice President by the third (3rd) working day to be timely filed. If the aforesaid written notice is timely filed, the grievance shall be processed in accordance with Step 5, and the parties shall treat the arbitration of the grievance as mandatory.

Step 5: Within three (3) working days after the date that an arbitration notice is given to the Employer's Vice President on the grievance, the Union must file a request for Arbitration Panel with the Federal Mediation and Conciliation Service Office of Arbitration Services (hereinafter referred to as "FMCS-OAS"), notifying FMCS-OAS of their desire to obtain a panel of seven (7) arbitrators. Either party shall have the option of a second (2nd) panel of seven (7) arbitrators, The FMCS-OAS panels shall consist of arbitrators from across the Midwest. The arbitrator shall be selected from said panel or panels by an alternate striking of names. The Union shall strike first and the parties shall thereafter alternate in the striking of the remaining names until a single name remains on the list, and that remaining name shall be designated the arbitrator. Upon acceptance of the commission by the arbitrator, he shall, after hearings consistent with fair play and the law, render his award which shall be final and binding upon the parties. Each party shall bear its own expenses in connection with the arbitration, however, the expense of the arbitrator shall be shared equally by the parties. Where one party arranges for the transcription of the arbitration hearing by a court reporter, and the other party orders a copy of the record made, the parties shall share equally the total costs of obtaining the transcript and copy thereof. The arbitrator shall not, in any way, provide said party with the original or a copy of the transcript unless the party shares equally in the total cost of obtaining

the transcript and a copy thereof. The arbitrator shall have no power to alter, modify, or amend any provisions hereof, nor to rule against the Employer unless the Employer's judgment or decision is contrary to the express provisions of this Agreement.

Section 3. Exclusive Remedy. The remedy provided in this Agreement, arbitration of certain grievances, shall be the exclusive remedy, precluding judicial access or remedy, for alleged violations of the Agreement by the Employer, and the outcome of this remedy, shall be final and binding upon the parties and those persons covered by this Agreement.

Section 4. Prohibition Against Interrupted Operations. The Union and the Employer agree that both desire uninterrupted production and operation. During the life of this Agreement, the Union shall not authorize, sanction, encourage, ratify, acquiesce in, condone or permit any of its members to take part in, nor shall any member of the Union take part in, a sit-down, stay-in, slowdown, curtailment of work, restriction of production, strike, work stoppage, artificial sick call, sympathy strike, or any interference of operations of the Employer. The Union shall not cause, authorize, sanction, encourage, ratify, acquiesce in, condone or permit its members to take part in, nor shall any member of the Union take part in, any strike or stoppage of, in or at, any of the Employers operations or the picketing of the Employees plants, offices, or other premises during the term of this Agreement. In the event activity prohibited by this section occurs during the term of this Agreement, the Union, its officers, agents, servants, representatives, stewards, committee persons, employees and members, and each of them, shall have an affirmative obligation and duty, and in connection therewith, shall exercise whatever powers they possess and take whatever steps are necessary and proper to end such improper activity. The Union agrees that the Employer is entitled to expect and rely-upon this section as providing the Employer with uninterrupted operations during the term of this Agreement. In addition to any other right or remedy the Employer may have, and without limitation thereof, the Employer shall have the right to discipline or discharge any employee participating in any way in any violation of this section, and shall have the further right to discipline on a selective basis or to impose different degrees of discipline based on the Employer's appraisal of the employee's degree of participation in or responsibility for such violation or the continuation thereof, all of which shall be without recourse.

Section 5. Prohibition Against Lock-Out. The Employer for its part agrees that there shall be no lockout during the term of this Agreement. This lockout provision shall not apply in the event of an authorized strike.

ARTICLE IX

STEWARDS

Section 1. The Union shall designate a Job Steward and Alternate from the Employer's active seniority list, which Job Steward and Alternate shall be approved by the Employer. The Job Steward and Alternate shall be an active employee of the Employer. The authority of a Job Steward and Alternate so designated by the Union and approved by the Employer shall be limited to, and shall not exceed, the following duties and activities:

(i). The investigation and presentation of grievances to the Employer or the designated Employer representative in accordance with the provisions of this Agreement.

(ii). The transmission of such messages and information which shall originate with, and are authorized by the Local Union or its officers; provided, such messages and information:

- (a) have been reduced to writing, and
- (b) do not involve work stoppages, slowdowns, refusal to handle goods, or any other interference with the Employer's business.

A Job Steward and Alternate shall have no authority to take strike action, or any other action interrupting the Employer's business. The Employer shall have the authority to impose proper discipline, including discharge, in the event the Job Steward or Alternate has taken any strike action, slowdown, or work stoppage in violation of this Agreement. A Job Steward or Alternate shall not engage in Union business during work time without the express consent of the Employer, and if they act without consent, they are subject to discipline or discharge without recourse to the grievance procedure. A Job Steward or Alternate may engage in Union Business on their own time.

Section 2. It is further mutually agreed that the Union will, within two (2) weeks of the date of the signing of this Agreement, serve upon the Employer a written notice, which notice will list the Union's authorized representatives who will deal with the Employer and make commitments for the Union generally.

ARTICLE X

LEAVE OF ABSENCE

Section 1. Any employee desiring a leave of absence from his employment shall secure written permission from the Employer, with notice to the Union. The granting of any leave of absence by the Employer shall be considered without precedent or prejudice to the Employer's right in the future. During the period of absence, the employee shall not engage in gainful employment within the same industry in classifications covered by this Agreement. Failure to comply with this provision shall result in the complete loss of seniority rights for the employees involved.

Section 2. Family and Medical Leave. This Agreement shall be construed in a manner that complies with the Family and Medical Leave Act of 1993, giving to the Employer whatever options are available to employers under the Act.

Section 3. Military Leave. This Agreement shall be construed in a manner that complies with state and federal law with respect to employee in the military.

ARTICLE XI

MANAGEMENT RIGHTS

The Union recognizes and agrees that all management rights, powers, authority, and functions, regardless of whether or when exercised, shall remain vested exclusively in the Employer. It is expressly recognized that such rights, powers, authority, and functions include, but are by no means whatever limited to, the full and exclusive control, management and operations of its facilities; the determination of the scope of its activities, and methods pertaining hereto, the location and relocation of business activities and operations; the material and goods to be acquired or utilized, and the equipment and machinery to be utilized, schedules of work, delivery schedules, and standards; the right to schedule, change eliminate, require and assign overtime work; the right to establish, change, combine or eliminate jobs, or positions; the right to introduce or make technological changes; the right to maintain order and efficiency; the right to contract, subcontract, transfer, convey or assign any work; the determination of the extent to which, as well as the means and manner by which, its business sections, units or any part thereof, shall be operated, relocated, remodeled, refurbished, maintained, shut down or abandoned; the right to terminate, merge, consolidate, sell or otherwise transfer its business, or any part thereof; and the right to make, change, and enforce safety and security rules, rules of conduct, and work rules: the determination of the number of employees, the assignment of duties to employees, and the direction of the working force, including but by no means limited to hiring, selecting and training of employees, and disciplining, suspending, discharging, scheduling, assigning, laying off, recalling, promoting, transferring and interchanging of its employees.

It is the intention of the Employer and the Union that the rights, powers, authority and functions referred to herein shall remain exclusively vested in the Employer except insofar as specifically surrendered or limited by express provisions of this Agreement.

ARTICLE XII

LIMITATIONS OF AUTHORITY AND LIABILITY

Section 1. No employee, Union member or agent of the Union, shall be empowered to call or cause any strike, work stoppage or cessation of employment of any kind whatsoever without the express approval of the Executive Board of the Local Union through its President. The Union shall not be liable for any such activities which are not in violation of this Agreement.

Section 2. Any individual employee or group of employees who willfully violate or disregard the grievance procedure set forth in Article VIII of this Agreement may be summarily discharged by the Employer without liability on the part of the Employer or the Union.

Section 3. The authority of Union Stewards shall be limited to acts or functions which said Stewards are expressly authorized to perform by the Executive Board of the Local Union.

ARTICLE XIII

MAINTENANCE OF STANDARDS

Section 1. The Employer agrees to honor all the wages, terms and conditions of employment as specifically set forth in this Agreement and to change the wages, terms, and conditions of employment during the term of this Agreement whenever change is required by the specific provisions of this Agreement

ARTICLE XIV

EXAMINATIONS

Physical, mental or other examinations required by a government body or the Employer shall be promptly complied with by all employees, provided, however, the Employer shall pay for all such examinations. The Employer shall not pay for any time spent in the case of applicants for jobs and shall be responsible to other employees only for time spent at the place of examination or examinations, where the time spent by the employee exceeds two (2) hours. Examinations are to be taken at the employee's home terminal. Employees will not be required to take examinations during their working hours.

The Employer reserves the right to select its own medical examiner or physician, and the Union may, if it believes an injustice has been done to an employee, have said employee reexamined at the employee's expense.

EXECUTIVE BOARD

EARL WALKER
President

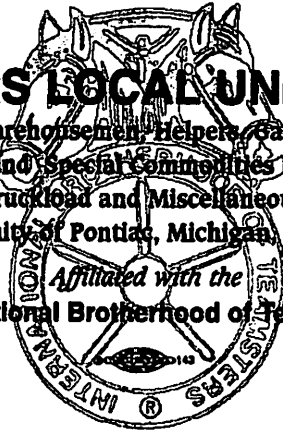
DAVID BLUHM
Vice President

DENNIS MEYER
Secretary/Treasurer

TEAMSTERS LOCAL UNION NO. 614

General Drivers, Warehousemen, Helpers, Gas Station Attendants
Steel and Special Commodities Haulers
Truckload and Miscellaneous,
in the General Vicinity of Pontiac, Michigan, Local Union No. 614

Affiliated with the
International Brotherhood of Teamsters



KAREN LANKFORD
Recording Secretary

DUANE ALLEN
Trustee

JEFF DODGE
Trustee

KEITH GREEN
Trustee

LETTER OF UNDERSTANDING
February 25, 2010

**THIS LETTER OF UNDERSTANDING IS ENTERED INTO BETWEEN
TEAMSTERS LOCAL UNION NO. 614 AND LOU'S TRANSPORT INC...
THE PURPOSE OF THIS LETTER OF UNDERSTANDING IS TO ALLOW
THE COMPANY TO GO FROM A SEVEN DAY PAY PERIOD TO A 14
DAY PAY PERIOD.**

Dennis L. Meyer
UNION REPRESENTATIVE

2/25/2010
DATE

[Signature]
COMPANY REPRESENTATIVE

2/25/2010
DATE

ARTICLE XV

PAY PERIOD

All employees covered by this Agreement shall be paid in full each week. Not more than seven (7) days shall be held from a regular employee. The Union and Employer may, by mutual agreement, provide for longer pay periods. Each employee shall be provided with an itemized statement of his earnings and of all deductions made for any purpose upon request of individual employees or Union Representatives.

ARTICLE XVI

NON-DISCRIMINATION

The Employer and the Union agree not to discriminate against any individual with respect to the individual's hiring, compensation, terms or conditions of employment because of such individual's race, color, religion, sex, age, handicap, or national origin, nor will they limit, segregate or classify employees in any way to deprive any individual employee of employment opportunities because of the individual's race, color, religion, sex, age, handicap, or national origin. The parties also will not tolerate sexual harassment.

ARTICLE XVII

DRUG FREE WORKPLACE

The Parties agree that the Employer may take whatever steps are necessary and proper to insure a drug-free workplace, including appropriate drug-testing.

ARTICLE XVIII

EQUIPMENT, ACCIDENTS AND REPORTS

Section 1. The Employer shall not require employees to take out on the streets or highways any vehicle that is not equipped with the safety appliances prescribed by law.

Section 2. Any employee involved in any accident shall immediately report said accident and any physical injury sustained. When required by the Employer, the employee shall make out an accident report, in writing, on forms furnished by the Employer, and shall turn in all available names and addresses of witnesses to any accident. Failure to comply with this provision shall subject employee to disciplinary action by the Employer.

Section 3. Employees shall promptly report all defects in equipment. Such reports shall be made on a suitable form furnished by the Employer.

ARTICLE XIX

TOTAL AGREEMENT

Section 1. The provisions of this Agreement: (i) supersede all prior agreements, understandings, and practices, oral or written, express or implied, between such parties; (ii) constitute the entire agreement between the parties; (iii) shall govern the entire relationship between the parties; and (iv) shall be the sole source of any and all rights or claims which may be asserted in the grievance procedure or any other forum.

Section 2. The provisions of this Agreement can be amended, supplemented, rescinded or otherwise altered only by mutual agreement in writing signed by the parties.

Section 3. The parties acknowledge that during the negotiations which resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplations of either or both of the parties of the time they negotiated or signed this Agreement.

ARTICLE XX

SEPARABILITY AND SAVINGS CLAUSE

If any article or section of this Agreement, or of any riders thereof, should be held invalid by operation of law, or by any tribunal of competent jurisdiction (State or Federal), or if compliance with or enforcement of any article or section should be restrained by such tribunal pending final determination as to its validity, the remainder of this Agreement and of any rider thereto, or the application of such article or section to persons or circumstances other than those as to which it has been held invalid, or as to which compliance with or enforcement of has been restrained, shall not be affected thereby. In the event that any article or section is held invalid, or enforcement of or compliance with has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining upon the request of the Union or the Employer for the purpose of arriving at a mutually satisfactory replacement for such article or section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, either party shall be permitted all legal or economic recourse in support of its demands, notwithstanding any provision in this Agreement to the contrary.

ARTICLE XXI

TERMINATION OF AGREEMENT

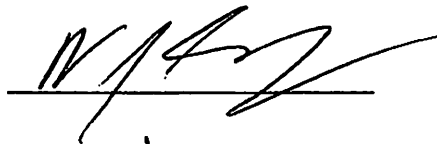

This Agreement shall be in full force and effect from the date of signing to and including January 14th, 2014, and shall continue in full force and effect from year to year thereafter unless written notice of desire to terminate, modify or make changes in said Agreement is served by either party upon the other at least 60 days prior to the date of expiration.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

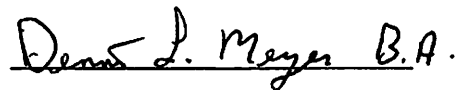
LOUS TRUCKING CO.

INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, WAREHOUSEMEN AND
HELPERS OF AMERICA, LOCAL NO. 614

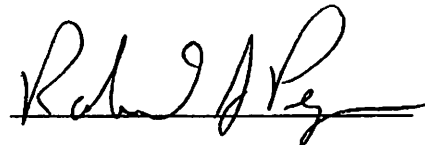
By:



3/23/01

By:



By:



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SCHEDULE "A"

This Schedule "A", made and entered into this 15th day of January, 2009, by and between LOU'S TRUCKING COMPANY, party of the first part, and hereinafter called the Employer, and LOCAL NO. 614, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, party of the second part, hereinafter called the Union.

IT IS AGREED by and between the parties that Schedule "A" is a part of the Agreement and is incorporated therein by reference.

ARTICLE I

SCALE OF WAGES AND CLASSIFICATIONS

Section 1. The following is an hourly pay rate scale based on annual employment. Each employee shall be eligible for a yearly increase at the anniversary of their date of hire.

Truck Type	Year				
	#1	#2	#3	#4	#5
Quad-Axle	13.30	14.01	14.49	15.20	15.91
Train	15.20	15.44	15.68	16.15	16.63

Section 2. An Employee shall remain eligible for a yearly increase as long as the employee maintains continuous employment with the Employer. If any employee leaves the Employer with a break in seniority and returns, the employee's hire date will change, and they will start, again, at the first year pay rate.

Section 3. OVERTIME The work week shall be forty (40) hours per week. One and one-half (1-1/2) times the regular rate of pay shall be paid for all work performed in excess of forty (40) hours in any one (1) work week.

Section 4. Any employee covered by this Agreement, who is scheduled to work, does appear at the Employer's place of employment, and who shall have begun to work, shall be entitled to a minimum of two (2) hours of work and pay therefor at the established rate.

If said employee shall appear and not be put to work, they shall be entitled to a minimum of two (2) hours work and pay therefor at the established rate, provided, however, that if the employee shall have been previously notified that no work would be available to the employee, the employee's appearance shall not entitle them to the benefits of the minimum show-up pay.

The above is a show-up guarantee. If work is not available in the employee's classification,

they will do any and all work available to fulfill the guarantee.

On days of adverse weather conditions (for example: raining or snowing) every driver is responsible for calling in prior to their scheduled starting time to ascertain whether they have been placed on "hold". The Employer may place a driver on "hold", that is delay starting time, for two (2) hours. After that time, if not assigned work, employees are released for the day. There is no obligation for show-up pay to drivers who have been placed on hold.

ARTICLE II

CREDIT UNION

Employees may join the Construction Federal Credit Union. A deduction may be taken from the employee's paycheck with proper authorization and deposited into the employee's account at the Credit Union on a weekly basis.

ARTICLE III

NEW JOBS AND RATES

When the Employer establishes a rate for a new job and places it into effect, the Union shall be notified in writing as soon as practicable. The rate shall remain in effect at least thirty (30) calendar days, whereafter the Union may request the parties meet and discuss the rate.

ARTICLE IV

BREAK DOWN TIME

Time spent in making pickups at point of origin, and at destination shall be paid for at the hourly rates as established in the classification rates in Section 1 above.

ARTICLE V

JURY DUTY

In the event an employee subject to this Agreement is called for jury duty during any period which would interfere with the employee's standard work week, the Employer agrees to use its best efforts to assist the employee seeking a deferral of said jury duty obligation days of receipt by the Employer of them until the slow season to minimize any lost time of the employee.

ARTICLE VI

FUNERAL PAY

In the event of the death of a member of the employee's immediate family, that is, the employee's mother, father, legal spouse, brother, sister or child, the employee shall receive up to two (2) days of paid straight time lost from work, for purposes of attending said funeral. Regular full-time employees are eligible for one (1) day of bereavement pay due to the death of a grandparent(s), father-in-law or mother-in-law.

Time paid will not be counted as hours worked for purposes of overtime. Such pay shall be paid upon the employee providing the Employer with the death certificate or obituary notice ascertaining the relationship between the deceased person and the employee. Any employee found using the preceding clause fraudulently shall be discharged immediately.

ARTICLE VII

HEALTH AND WELFARE AND RETIREMENT

Section 1. Each full time employee who has worked for Lou's Transport, Inc. for sixty (60) days is eligible to participate in the Company's Health Insurance Plan, effective the day of the month following the sixty (60) day period, or effective when the Company's Health Insurance allows entry into the plan, whichever applies.

Lou's Transport, Inc. provides a comprehensive health care protection program for regular full-time employees, subject to the health care plan's enrollment requirement and procedures. This program includes Medical, Dental, Vision, Life, and Long Term Disability Insurance options from which to choose. These health care insurance coverage options are intended to provide employees with a broad range of protection to meet their health care needs.

The amount of the premium **Lou's Transport, Inc.** and the employee is responsible for will vary depending upon the eligibility requirements and whether the employee elects to participate in the Health Insurance Plan(s).

If the employee does not meet the eligibility requirements or elects not to participate in the Health Insurance Plan(s), the employee will be wholly responsible for obtaining and paying for his/her own health insurance.

The Health Insurance Plan is a company benefit that Lou's Transport, Inc. provides at its' discretion. Lou's Transport, Inc. reserves the right to change insurers, cancel any policy, or restrict it in any way it deems appropriate, without having to justify its' basis.

Some restrictions and benefit maximums may apply. Be sure to carefully review the specific details of this program in the plan booklet, which is available from the Human Resources Department.

Section 2. 401K: Employees are eligible to participate in the Employer's plan beginning on the first day of the calendar quarter following the Employee's completion of 90 days of employment.

All vesting schedules and other guidelines of the plan are summarized in the enrollment kits and plan documents.

Section 3. If covered by the Family and Medical Leave Act, the Employer shall comply with the requirements of the FMLA and its applicable regulations, using a rolling backward twelve (12) month period for determining eligibility for leave.

Section 4. **Consolidated Omnibus Budget Reconciliation Act (C.O.B.R.A.)**

****VERY IMPORTANT NOTICE****

On July 1, 1986, a new federal law was enacted requiring that most employers sponsoring health plans offer employees and their families the opportunity for a temporary extension of health coverage at group rates in certain instances where coverage under the plan would otherwise end.

This notice is intended to inform you of your rights and obligations under the continuation coverage provision of the new law. Both you and your spouse, if applicable should take time to read this notice carefully.

If you are an employee of the Company and covered by the plan, you have a right to choose the continuation coverage if you lose your group health coverage because of a reduction in your hours of employment or the termination of your employment (for reasons other than gross misconduct on your part). If you choose to continue coverage, you will be required to pay a monthly premium, which will be indicated to you, before you make a decision.

If you are the spouse of an employee covered by the plan, you have the right to choose continuation coverage for yourself if you lose group health coverage under the plan for any of the following four (4) reasons:

1. The death of your spouse;
2. A termination of your spouse's employment (for reasons other than gross misconduct) or reduction in your spouse's hours of employment;
3. Divorce or legal separation from your spouse; or
4. Your spouse becomes eligible for Medicare.

In the case of a dependent child of an employee covered by the plan, including a child who is born or placed with you for adoption during a period of C.O.B.R.A. coverage, he or she has the right to continue coverage under the plan if lost for any of the following five (5) reasons:

1. The death of an employee parent;
2. The termination of a parent's employment (for reasons other than gross misconduct) or reduction in a parent's hours of employment with the Company;
3. Parents divorce or legal separation;
4. A parent becomes eligible for Medicare; or
5. The dependent ceases to be a "dependent child" under the plan.

Each employee or family member has the responsibility to inform the Company of a divorce, legal separation, or a child losing dependent status under the plan. When we are notified that one of these events has happened, we will in turn notify you that you have the right to choose continuation coverage. Under the law, you have at least 60 days from the date you would lose coverage, because of one of the events described above, to inform the Company that you want continuation coverage.

If you do not choose continuation coverage, your group health insurance coverage will end.

If you choose continuation coverage, the Company is required to give you coverage which, as of the time coverage is being provided, is identical to the coverage provided under the plan to similarly situated employees or family members. The law requires that you be afforded the opportunity to maintain coverage for three (3) years unless you lose group health coverage because of a termination of employment or reduction in hours. In that case, the required continuation coverage period is 18 months. If you lost group health coverage because of a termination of employment or reduction in hours and you are determined to be disabled as defined by the Social Security Act at the time of termination, or reduction in hours, or at any time during the first 60 days of C.O.B.R.A. coverage, the continuation coverage period is 29 months. However, the law also provides that your continuation coverage may be cut short for any of the following reasons:

1. If the Company no longer provides group health coverage to any of its employees;
2. If the premium for your continuation coverage is not paid;

3. If you become an employee covered under another group health plan which does not contain any exclusion or limitations with respect to any pre-existing condition you may have;
4. If you become eligible for Medicare;
5. You extend coverage for up to 29 months due to disability and there has been a final determination that you are no longer disabled;
6. If you were divorced from a covered employee and subsequently remarry and are covered under your new spouse's health plan.

This notice is provided as a matter of information only. It does not, and is not intended to create any contractual, legal or other rights. Rather, your rights are only as expressly set forth in the plan and in Federal and State law. The Company reserves the right to amend and/or change the plan as permitted by the terms of the plan.

In addition, a subsequent qualifying event and an initial qualifying event can extend the period of coverage for qualified beneficiaries.

For further information about this law, contact Human Resources.

ARTICLE VIII

VACATION

Effective January 1, 2009, vacation pay will be pursuant to the attached Addendum entitled, "Vacation/Sick Time Addendum Office Personnel & Mechanics".

ARTICLE IX

HOLIDAYS

The Employer will observe the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

If one of these holidays falls on a Saturday or Sunday, it will usually be observed to coincide with the Federal Government's holiday schedule.

All regular full-time employees receive holiday pay providing they work their entire scheduled hours for the scheduled shift immediately before and after the holiday. Employee must have completed one (1) year of service before they are eligible for holiday pay.

Holiday pay is paid at straight time based on eight (8) hours pay.

TERMINATION OF SCHEDULE "A" AGREEMENT

This Agreement shall be in full force and effect from the date of signing to and including January 14, 2014, and shall continue in full force and effect from year to year thereafter unless written notice of desire to terminate, modify, or make changes in said Schedule "A" Agreement is served by either party upon the other at least 60 days prior to the date of expiration.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

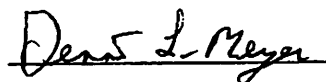
LOUS TRUCKING CO.

INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, WAREHOUSEMEN AND
HELPERS OF AMERICA, LOCAL NO. 614

By:

 3/23/09

By:

 B.A.



By:



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Vacation/Sick Time Addendum

Office Personnel & Mechanics

Effective January 1, 2009 vacation pay will be as follows:

All Regular full-time employees became eligible for vacation/sick pay in accordance with the following computations;

Vacation/Sick hours/pay equal:

One (1) to two (2) years of continuous employment = Five (5) days at the rate of eight (8) hours (straight time) per day.

Three (3) to ten (10) years of continuous employment = Ten (10) days at the rate of eight (8) hours (straight time) per day,

Eleven (11) or more years of continuous employment = Fifteen (15) days at the rate of eight (8) hours (straight time) per day.

The eligibility period shall coincide with the anniversary date of employment. Paid vacation/sick time off must be taken in the employment year following the eligibility period and cannot be carried forward into the following year. Vacation/sick time will not be paid out during the year unless you take actual time off, Saturdays will not be used calculating vacation time. You must use the actual time off during your employment year, or you will lose it.

All eligible Full-time employees are required to take their vacation between December 15 and April 15 except when otherwise agreed to and approved in advance by the Manager.

You should submit your written request for vacation days to the Manager at least thirty (30) days in advance. Every attempt will be made to grant your vacation/sick days as requested dependent on other employee requests and the needs of the business. Where two (2) employees select the same vacation dates, the first employee to submit the vacation/sick request will be granted preference. If vacations are requested at the same time, the employee with the greatest length of service will be granted the vacation dates. All vacation/sick days must be utilized within the year in which they are recorded. In the event an employee terminates their employment with ASI and MBC for any reason, payment of unused vacation/sick time will be at the discretion of the Company.

**AGGREGATE GROUP
Work Rules**

The following rules and regulations and the penalties to be charged for violation of same are placed into effect, with the approval of your Union, so that all employees of the Company may know what duties are required of them in the general conduct of the Company's business.

Nothing in these rules and regulations shall abrogate the employee's right through the union of which he is a member, to challenge a penalty through the regular grievance machinery. Rules and regulations herein contained shall not supersede any rules or regulations of present union contracts.

The Company reserves the right to follow established Company rules and upon proper notification of the Union, to revise the Rules and Regulations listed herein, and also reserves the right to the use of the grievance machinery as contained in its present contracts.

1. ACCIDENTS:

- (a) Major chargeable accident after full investigation.
Subject to discharge.
- (b) Minor chargeable accident.
1st offense-reprimand
2nd offense-3 day layoff
3rd offense-1 week layoff
Subsequent offenses-subject to discharge.
- (c) Failure to report all accidents, property damage, personal injury or major accidents.
Subject to discharge.

2. EQUIPMENT.

- (a) Deliberate abuse or destruction of company equipment, tools or property; or the property of any employee, and the same shall be provided by the company.
Subject to discharge.
- (b) Failure to report mechanically defective condition of equipment.
1st offense-reprimand
2nd offense-3 day layoff
3rd offense-subject to discharge.

- (c) Unauthorized use of motor vehicles.
Subject to layoff or discharge.
- (d) Owner-operators failure to have units properly fitted out with all state and federal regulations, including safety equipment, provided it is at no cost to owner-operators.
1st offense-reprimand
2nd offense-3 day layoff
3rd offense-subject to discharge.
- (e) Failure to report breakdowns promptly.
1st offense-reprimand
2nd offense-3 day layoff
- (f) Failure to properly check equipment before starting, after every loading and unloading; and failure to operate and keep equipment in good appearance when charged to do so.
1st offense-reprimand
2nd offense-3 day layoff
3rd offense-subject to discharge.
- (g) Tampering with tachograph, service recorders and/or governors.
1st offense-reprimand
2nd offense-3 day layoff
3rd offense-subject to discharge.

3. CONDUCT.

- (a) Drinking or possession of alcoholic beverages or the use or Possession of illegal drugs while on duty or on company property.
Subject to discharge.
- (b) Discourtesy to customers.
1st offense-reprimand
2nd offense-3 day layoff
3rd offense-subject to discharge.
- (c) Dishonesty.
Discharge.
- (d) Flagrant disobeying of orders.
1st offense-reprimand
2nd offense-subject to discharge.

- (e) Failure to report to duty within one hour.
1st offense-reprimand
2nd offense-1 day layoff
3rd offense-3 day layoff
Subsequent offenses-subject to discharge.
- (f) Inaccurate loading or unloading; not applicable if axle scales are not at pit.
1st offense-reprimand
2nd offense-3 day layoff
3rd offense-1 week layoff.

4. REPORTS:

- (a) Failure to properly make out reports and trip sheets.
Reprimand to 3 day layoff.
- (b) Failure to register in and out of terminals or established check stations.
1st offense-reprimand
Subsequent offense-3 day layoff.
- (c) Failure to report tickets and trip sheets at a specified time when required to do so.
1st offense-reprimand
2nd offense-3 day layoff to discharge in aggravated cases.

5. DRIVING SCHEDULES:

- (a) Delaying of load or equipment. 1st offense-reprimand
2nd offense-3 day layoff 3rd offense-discharge.
- (b) Failure to follow routings as designated or instructed.
1st offense-reprimand
Subsequent offenses-3 day layoff.
- (c) Taking lunch period at times other than specified in Union Agreement, without permission.
1st offense-reprimand
2nd offense-3 day layoff
Subsequent offenses-subject to discharge.
- (d) Failure to stop at railroad crossings, as required by law.
1st offense-reprimand
2nd offense-3 day layoff
3rd offense-1 week layoff
4th offense-subject to discharge.

6. ATTENDANCE:

- (a) Absent for three successive working days without notifications.
Voluntary quit.
- (b) Failure to notify his company not less than one hour before his regular showup time when unable to report for duty.
1st offense-reprimand
2nd offense-loss of day or trip
3rd offense-3 day layoff
Subsequent offenses-subject to discharge.
- (c) Reporting late for work. (truck will be held in accordance with Company procedures)
1st offense-reprimand
2nd offense-reprimand
3rd offense-2 day layoff
Subsequent offenses-subject to discharge.
- (d) Absent one or two successive working days without notice. Penalty will not apply where satisfactory proof is given that notification by the employee was not possible.
1st offense-reprimand
2nd offense-1 day layoff
3rd offense-3 day layoff
Subsequent offenses-subject to discharge.

7. MISCELLANEOUS:

- (a) Unauthorized carrying of passengers. Subject to discharge.
- (b) Penalty for 3 minor offenses in a 90 day period (See note 1)
3 Minor-3 day layoff. -
4 Minor-1 week layoff
5 Minor-subject to discharge.
- (c) Penalty for 2 major offenses (See note 2). Subject to discharge.

- (d) Failure to meet all requirements of local, state and federal laws.
 - 1st offense-reprimand
 - 2nd offense-3 day layoff
 - 3rd offense-discharge.

Minor offenses against any employee's record that are over six months old shall be forgiven and the employee's record wiped clean.

A major offense against any employee's record that is over nine months old shall be forgiven and the employee's record wiped clean.

Note 1: A minor offense is defined as one for which the penalty is a reprimand.

Note 2: A major offense is defined as one for which the penalty is disciplinary time off.

A warning notice in writing with a copy to the local union must be given for infractions of any rules or regulations. Discharge must be by proper written notice, with a copy to the Local Union.

Each Company must post Company Rules in writing on the board. Appeal from any reprimand, discharge or suspension must be taken in writing to the Employer within 10 days thereof based upon the seriousness of the offense. Discipline for any subsequent rule violation will be the greater of the first offense penalty for the rule violated or the next step in normal progression.

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION SEVEN

LOU'S TRANSPORT, INC., and T.K.M.S., INC.

Respondents

and

Case 07-CA-102517

MICHAEL HERSHEY, An Individual

Charging Party

COMPLIANCE SPECIFICATION
AND NOTICE OF HEARING

The National Labor Relations Board, herein called the Board, issued its Decision and Order in Case 07-CA-102517 on December 16, 2014, reported at 361 NLRB No. 158, ordering Lou's Transport, Inc., and T.K.M.S., Inc., and their officers, agents, and assigns, herein called the Respondents, to take certain actions, including making whole Michael Hershey, herein called the Charging Party, for any loss of earnings and other benefits suffered as a result of the discrimination against him, with interest compounded on a daily basis.

As a controversy presently exists regarding the liability of the Respondents as to the amount of backpay and other benefits owed the Charging Party under the terms of the Board Order, the undersigned, pursuant to the authority duly conferred by the Board, hereby issues this Compliance Specification and Notice of Hearing and alleges as follows:

1. The adjusted gross backpay due the Charging Party is the amount of earnings he would have received but for the Respondents causing his discharge.
2. No payments have been made by the Respondents to satisfy their obligation under the terms of the aforesaid Board Order.
3. The Respondents' liability for backpay for the Charging Party commenced on March 27, 2013, and backpay continues to accrue until the Respondents unconditionally offer the Charging Party full reinstatement to his former job or, if his former job no longer exists, to a



substantially equivalent position, without prejudice to his seniority or other rights and privileges previously enjoyed.

4. For the purposes of this Compliance Specification only, in order to obtain finite amounts, it is necessary that the backpay period conclude about October 31, 2015, notwithstanding that, as noted in paragraph 3, above, the backpay period is ongoing.

5. For the purposes of this Compliance Specification, the Charging Party's regular hours, overtime hours, gross backpay, interim earnings, and net backpay have been adjusted based upon the available earnings information for the Charging Party, and averages have been obtained from the actual hours and overtime hours worked by the Charging Party while employed by the Respondents.

6. An appropriate measure of adjusted gross backpay for the Charging Party is the amount of adjusted earnings he would have received, but for the unlawful discrimination against him.

7. (a). An appropriate measure of adjusted gross backpay can be obtained during each calendar quarter of the backpay period by, based upon the hours he was actually employed by the Respondents, determining the number of adjusted regular hours and adjusted overtime hours the Charging Party would have worked each week had he continued to be employed by the Respondents and then computing the weekly average of adjusted regular hours and adjusted overtime hours, and multiplying the adjusted regular hours by the hourly rate the Charging Party would have received from the Respondents and also multiplying the adjusted overtime hours by one-and-a-half times the hourly rate. Based upon the above, the adjusted gross backpay amount the Charging Party would have received totals \$131,226.87. See Schedule A.

(b). The adjusted interim earnings the Charging Party obtained in performing interim employment, adjusted in accordance with the adjusted average regular hours and adjusted overtime hours the Charging Party would have worked had he continued to be employed by the Respondents, totals \$99,512.16. See Schedule A.

(c). The Charging Party incurred necessary expenses in performing interim employment that he would not have otherwise incurred, such as mileage. In order for the Charging Party to retain his interim employment, it has been necessary that he commute a greater distance to his interim employment than he had driven to his employment with the Respondents. The mileage amount at the United States Governmental rate for the additional distance driven has been added as interim expenses to the adjusted net backpay. Based on the above, the Charging Party incurred quarterly interim expenses totaling \$10,230.30 during the weeks where his adjusted interim earnings were exceeded by his adjusted gross backpay. See Schedules A and B.

(d). There were no medical expenses incurred by the Charging Party, and therefore none were added to net backpay.

(e). In order to obtain the total adjusted net backpay and expenses owed to the Charging Party, it is necessary to add the mileage expenses to the adjusted gross backpay and then to deduct the adjusted interim earnings the Charging Party obtained. Based upon the above, the total adjusted net backpay and expenses due the Charging Party is \$42,042.22.

8. In accordance with *Don Chavas, LLC d/b/a Tortillas Don Chavas*, 361 NLRB No. 10 (2014), the Charging Party is entitled to be compensated for the adverse tax consequences of receiving the lump-sum backpay for a period over one year. If not for the unfair labor practices committed by the Respondents, the backpay award for the Charging Party would have been paid over more than one year rather than paid in the year the Respondents make final payment in this case. The backpay for this case should have been earned in 2013, 2014, and 2015, rather than exclusively in 2015.

9. In order to determine what the appropriate excess tax award should be, the amount of federal and state taxes need to be determined for the backpay as if the monies were paid when they were earned throughout the backpay period, as described below in paragraph 10. Also, the amount of federal and state taxes need to be calculated for the lump sum payment if the payment was made this year, as described below in paragraph 13. The excess tax liability was calculated as the difference between these two amounts.

10. The amount of taxable income for each year is based on the calculations for backpay in this compliance specification for each of 2013 and 2014, and is summarized in Schedule C. Using this taxable income for the various years, federal and state taxes were calculated using the federal and state tax rates for the appropriate years.¹ The federal rates are based on the Charging Party's filing taxes as Married Filing Jointly.

11. The amount of taxes owed for 2013 and 2014 would have been the amounts set forth in Schedule C. The total of these amounts are \$3,619.68 for federal taxes and \$1,336.21 for state taxes.

12. The total amount of the lump sum award that is subject to this excess tax award is \$42,042.22 and is set forth in Schedule C.² The lump sum amount is based on the backpay calculations described in this specification.³ The amount of taxes owed in 2015 is based on the

¹ The actual federal tax rates were used, while the state's average tax rate was used for these previous years.

² The lump sum amount does not include interest on the amount of backpay owed. Interest should be included in the lump sum amount; however, interest continues to accrue until the payment is made. The lump sum amount will need to be adjusted when backpay is paid to the Charging Party to include interest.

³ Although the backpay period continues to accrue to the present date, there is no excess tax liability for backpay that would have been earned in the year a lump sum award is made.

current federal and state tax rates⁴ and on the fact that the Charging Party will be filing his taxes as Married Filing Jointly. The amount of taxes owed on the lump sum is calculated as \$142.70 for federal taxes, as shown in Schedule C.

13. The adverse tax consequences are the difference between the amount of taxes on the lump sum amount being paid in 2015 for federal taxes, \$3,762.37, and the amount of taxes that would have been charged if these amounts were paid when the backpay was earned in 2013 and 2014, \$3,619.68. Thus, the excess tax liability is \$142.70 for federal taxes.

14. The excess tax liability payment that is to be made to the Charging Party is also taxable income and causes additional tax liabilities. Schedule C also includes a calculation for these supplemental taxes. This amount is called the incremental tax liability. The incremental tax includes all of the taxes that the Charging Party will owe on the excess tax payment. This incremental tax is calculated using the federal tax rate used for calculating taxes for the backpay award and the average tax rate for 2015. This amount is \$34.02, as shown in Schedule C.

15. The total excess taxes are the total tax consequences for the Charging Party receiving a lump-sum award covering a backpay period longer than one year. The total excess taxes owed to the Charging Party are \$176.71, which is determined by adding the excess taxes and the incremental taxes, as shown in Schedule C.

16. Summarizing the facts and figures above, the Respondents' obligation to make whole the Charging Party for the period covered by this compliance specification, in accordance with the Board's Order in Case 07-CA-102517, will be substantially discharged by payment of the following amounts, plus interest accrued to the date of payment, computed according to Board policy, as stated in *New Horizons for the Retarded*, 283 NLRB 1173 (1987), compounded daily as prescribed in *Kentucky River Medical Center*, 356 NLRB No. 8 (2010), and excess tax liability as described above in paragraphs 9 through 15⁵, less all tax withholdings as required by Federal, State, and municipal laws: \$42,218.93.

WHEREFORE, it is prayed that an Order be entered consistent with the above.

17. The Respondents shall also file a report with the Social Security Administration allocating backpay to the appropriate calendar quarters. *Don Chavas, LLC d/b/a Tortillas Don Chavas*, supra.

ANSWER REQUIREMENT

The Respondents are notified that, pursuant to Sections 102.56 of the Board's Rules and Regulations, they must file an answer to the compliance specification and notice of hearing. The answer must be received by this office on or before November 27, 2015, or postmarked on or

⁴ The actual federal tax rates were used for the current year, while an average state tax rate for the current year was used.

⁵ The amount of excess tax liability will need to be updated to reflect the actual date of payment.

before November 26, 2015. Unless filed electronically in a pdf format, the Respondents should file an original and four copies of the answer with this office.

An answer may also be filed electronically by using the E-Filing system on the Agency's website. In order to file an answer electronically, access the Agency's website at <http://www.nlr.gov>, click on **E-File Documents**, enter the NLRB Case Number, and follow the detailed instructions. The responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that such answer be signed and sworn to by the Respondents or by a duly authorized agent with appropriate power of attorney affixed. See Section 102.56(a). If the answer being filed electronically is a pdf document containing the required signature, no paper copies of the answer need to be transmitted to the Regional Office. However, if the electronic version of an answer to a compliance specification is not a pdf file containing the required signature, then the E-filing rules require that such answer containing the required signature continue to be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing.

Service of the answer on each of the other parties must still be accomplished in conformance with the requirements of Section 102.114 of the Board's Rules and Regulations. The answer may not be filed by facsimile transmission.

As to all matters set forth in the compliance specification that are within the knowledge of the Respondents, including but not limited to the various factors entering into the computation of gross backpay, a general denial is not sufficient. See Section 102.56(b) of the Board's Rules and Regulations, a copy of which is attached. Rather, the answer must state the basis for any disagreement with any allegations that are within the Respondents' knowledge, and set forth in detail the Respondents position as to the applicable premises and furnish supporting figures.

If no answer is filed or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the unanswered allegations in the compliance specification are true. If the answer fails to deny allegation of the compliance specification in the manner required under Section 102.56(b) of the Board's Rules and Regulations, and the failure to do so is not adequately explained, the Board may find those unanswered allegations in the compliance specification are true and preclude the Respondents from introducing any evidence controverting those allegations.

NOTICE OF HEARING

PLEASE TAKE NOTICE THAT on February 15, 2016 at 11:00 a.m. at Patrick V. McNamara Federal Building, Room 300, 477 Michigan Avenue, Detroit, Michigan, and on consecutive days thereafter until concluded, a hearing will be conducted before an administrative



law judge of the National Labor Relations Board. At the hearing, the Respondents and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this compliance specification. The procedures to be followed at the hearing are described in the attached Form NLRB-4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

Dated at Detroit, Michigan, this 6th day of November, 2015.

/s/ Terry Morgan

Terry Morgan, Regional Director
National Labor Relations Board
Region Seven
Patrick V. McNamara Federal Building
477 Michigan Avenue, Room 300
Detroit, MI 48226

Attachments

BOARD'S RULES AND REGULATIONS

SEC. 102.56 *Answer to compliance specification*

(a) *Filing and service of answer; form.* — Each respondent alleged in the specification to have compliance obligations shall, within 21 days from the service of the specification, file an original and four copies of an answer thereto with the Regional Director issuing the specification, and shall immediately serve a copy thereof on the other parties. The answer to the specification shall be in writing, the original being signed and sworn to by the respondent or by a duly authorized agent with appropriate power of attorney affixed, and shall contain the mailing address of the respondent.

(b) *Contents of answer to specification.* — The answer shall specifically admit, deny, or explain each and every allegation of the specification, unless the respondent is without knowledge, in which case the respondent shall so state, such statement operating as a denial. Denials shall fairly meet the substance of the allegations of the specification at issue. When a respondent intends to deny only a part of an allegation, the respondent shall specify so much of it as is true and shall deny only the remainder. As to all matters within the knowledge of the respondent, including but not limited to the various factors entering into the computation of gross backpay, a general denial shall not suffice. As to such matters, if the respondent disputes either the accuracy of the figures in the specification or the premises on which they are based, the answer shall specifically state the basis for such disagreement, setting forth in detail the respondent's position as to the applicable premises and furnishing the appropriate supporting figures.

(c) *Effect of failure to answer or to plead specifically and in detail to backpay allegations of specifications.* — If the respondent fails to file any answer to the specification within the time prescribed by this section, the Board may, either with or without taking evidence in support of the allegations of the specification and without further notice to the respondent, find the specification to be true and enter such order as may be appropriate. If the respondent files an answer to the specification but fails to deny any allegation of the specification in the manner required by paragraph (b) of this section, and the failure so to deny is not adequately explained, such allegation shall be deemed to be admitted to be true, and may be so found by the Board without the taking of evidence supporting such allegation, and the respondent shall be precluded from introducing any evidence controverting the allegation.

(d) *Extension of time for filing answer to specification.* — Upon the Regional Director's own motion or upon proper cause shown by any respondent, the Regional Director issuing the compliance specification and notice of hearing may by written order extend the time within which the answer to the specification shall be filed.

(e) *Amendment to answer.* — Following the amendment of the specification by the Regional Director, any respondent affected by the amendment may amend its answer thereto.

Form NLRB-4668
(6-2014)

Procedures in NLRB Unfair Labor Practice Hearings

The attached complaint has scheduled a hearing that will be conducted by an administrative law judge (ALJ) of the National Labor Relations Board who will be an independent, impartial finder of facts and applicable law. You may be represented at this hearing by an attorney or other representative. If you are not currently represented by an attorney, and wish to have one represent you at the hearing, you should make such arrangements as soon as possible. A more complete description of the hearing process and the ALJ's role may be found at Sections 102.34, 102.35, and 102.45 of the Board's Rules and Regulations. The Board's Rules and regulations are available at the following link: www.nlr.gov/sites/default/files/attachments/basic-page/node-1717/rules_and_regs_part_102.pdf.

The NLRB allows you to file certain documents electronically and you are encouraged to do so because it ensures that your government resources are used efficiently. To e-file go to the NLRB's website at www.nlr.gov, click on "e-file documents," enter the 10-digit case number on the complaint (the first number if there is more than one), and follow the prompts. You will receive a confirmation number and an e-mail notification that the documents were successfully filed.

Although this matter is set for trial, this does not mean that this matter cannot be resolved through a settlement agreement. The NLRB recognizes that adjustments or settlements consistent with the policies of the National Labor Relations Act reduce government expenditures and promote amity in labor relations and encourages the parties to engage in settlement efforts.

I. BEFORE THE HEARING

The rules pertaining to the Board's pre-hearing procedures, including rules concerning filing an answer, requesting a postponement, filing other motions, and obtaining subpoenas to compel the attendance of witnesses and production of documents from other parties, may be found at Sections 102.20 through 102.32 of the Board's Rules and Regulations. In addition, you should be aware of the following:

- **Special Needs:** If you or any of the witnesses you wish to have testify at the hearing have special needs and require auxiliary aids to participate in the hearing, you should notify the Regional Director as soon as possible and request the necessary assistance. Assistance will be provided to persons who have handicaps falling within the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, and 29 C.F.R. 100.603.
- **Pre-hearing Conference:** One or more weeks before the hearing, the ALJ may conduct a telephonic prehearing conference with the parties. During the conference, the ALJ will explore whether the case may be settled, discuss the issues to be litigated and any logistical issues related to the hearing, and attempt to resolve or narrow outstanding issues, such as disputes relating to subpoenaed witnesses and documents. This conference is usually not recorded, but during the hearing the ALJ or the parties sometimes refer to discussions at the pre-hearing conference. You do not have to wait until the prehearing conference to meet with the other parties to discuss settling this case or any other issues.

II. DURING THE HEARING

The rules pertaining to the Board's hearing procedures are found at Sections 102.34 through 102.43 of the Board's Rules and Regulations. Please note in particular the following:

- **Witnesses and Evidence:** At the hearing, you will have the right to call, examine, and cross-examine witnesses and to introduce into the record documents and other evidence.
- **Exhibits:** Each exhibit offered in evidence must be provided in duplicate to the court reporter and a copy of each of each exhibit should be supplied to the ALJ and each party when the exhibit is offered in

(OVER)

Form NLRB-4668
(6-2014)

evidence. If a copy of any exhibit is not available when the original is received, it will be the responsibility of the party offering such exhibit to submit the copy to the ALJ before the close of hearing. If a copy is not submitted, and the filing has not been waived by the ALJ, any ruling receiving the exhibit may be rescinded and the exhibit rejected.

- **Transcripts:** An official court reporter will make the only official transcript of the proceedings, and all citations in briefs and arguments must refer to the official record. The Board will not certify any transcript other than the official transcript for use in any court litigation. Proposed corrections of the transcript should be submitted, either by way of stipulation or motion, to the ALJ for approval. Everything said at the hearing while the hearing is in session will be recorded by the official reporter unless the ALJ specifically directs off-the-record discussion. If any party wishes to make off-the-record statements, a request to go off the record should be directed to the ALJ.
- **Oral Argument:** You are entitled, on request, to a reasonable period of time at the close of the hearing for oral argument, which shall be included in the transcript of the hearing. Alternatively, the ALJ may ask for oral argument if, at the close of the hearing, if it is believed that such argument would be beneficial to the understanding of the contentions of the parties and the factual issues involved.
- **Date for Filing Post-Hearing Brief:** Before the hearing closes, you may request to file a written brief or proposed findings and conclusions, or both, with the ALJ. The ALJ has the discretion to grant this request and to will set a deadline for filing, up to 35 days.

III. AFTER THE HEARING

The Rules pertaining to filing post-hearing briefs and the procedures after the ALJ issues a decision are found at Sections 102.42 through 102.48 of the Board's Rules and Regulations. Please note in particular the following:

- **Extension of Time for Filing Brief with the ALJ:** If you need an extension of time to file a post-hearing brief, you must follow Section 102.42 of the Board's Rules and Regulations, which requires you to file a request with the appropriate chief or associate chief administrative law judge, depending on where the trial occurred. You must immediately serve a copy of any request for an extension of time on all other parties and furnish proof of that service with your request. You are encouraged to seek the agreement of the other parties and state their positions in your request.
- **ALJ's Decision:** In due course, the ALJ will prepare and file with the Board a decision in this matter. Upon receipt of this decision, the Board will enter an order transferring the case to the Board and specifying when exceptions are due to the ALJ's decision. The Board will serve copies of that order and the ALJ's decision on all parties.
- **Exceptions to the ALJ's Decision:** The procedure to be followed with respect to appealing all or any part of the ALJ's decision (by filing exceptions with the Board), submitting briefs, requests for oral argument before the Board, and related matters is set forth in the Board's Rules and Regulations, particularly in Section 102.46 and following sections. A summary of the more pertinent of these provisions will be provided to the parties with the order transferring the matter to the Board.

NLRB Backpay Calculation												1
		Case Name: Lou's Transport, Inc.								Schedule A		
		Case Number: 07-CA-102517								Backpay period:		
		Claimant: Michael Hershey								3/27/2013 - 10/31/2015		
										Interest calculated to:		N/A
Year	Qtr.	Week Ending	Adjusted Regular Hours	Adjusted Overtime Hours	Hourly Rate	Adjusted Gross Backpay	Adjusted Quarter Interim Earnings	Adjusted Net Backpay	Interim Expenses (Mileage)	Medical Expenses	Net Backpay & Expenses	
2013	1	1/5				-						
2013	1	1/12				-						
2013	1	1/19				-						
2013	1	1/26				-						
2013	1	2/2				-						
2013	1	2/9				-						
2013	1	2/16				-						
2013	1	2/23				-						
2013	1	3/2				-						
2013	1	3/9				-						
2013	1	3/16				-						
2013	1	3/23				-						
2013	1	3/30	20	9.66	\$ 15.00	\$ 517.35	-					
2013	1	Total				\$ 517.35	-	\$ 517.35	-	-	\$ 517.35	
2013	2	4/6	33.33	16.10	\$ 15.00	\$ 862.20	\$ 501.25	1	\$ 158.39			
2013	2	4/13	33.33	16.10	\$ 15.00	\$ 862.20	\$ 215.00	1	\$ 158.39			
2013	2	4/20	33.33	16.10	\$ 15.00	\$ 862.20	\$ 255.00	1	\$ 158.39			
2013	2	4/27	33.33	16.10	\$ 15.00	\$ 862.20	\$ 630.25	1,2	\$ 158.39			
2013	2	5/4	33.33	16.10	\$ 15.00	\$ 862.20	\$ 977.16	2	\$ -			
2013	2	5/11	33.33	16.10	\$ 15.00	\$ 862.20	\$ 977.16	2	\$ -			
2013	2	5/18	33.33	16.10	\$ 15.00	\$ 862.20	\$ 977.16	2	\$ -			
2013	2	5/25	33.33	16.10	\$ 15.00	\$ 862.20	\$ 977.15	2	\$ -			
2013	2	6/1	33.33	16.10	\$ 15.00	\$ 862.20	\$ 782.00	2	\$ 158.39			
2013	2	6/8	33.33	16.10	\$ 15.00	\$ 862.20	\$ 977.16	2	\$ -			
2013	2	6/15	33.33	16.10	\$ 15.00	\$ 862.20	\$ 801.13	2	\$ 158.39			
2013	2	6/22	33.33	16.10	\$ 15.00	\$ 862.20	\$ 977.17	2	\$ -			
2013	2	6/29	33.33	16.10	\$ 15.00	\$ 862.20	\$ 977.18	2	\$ -			
2013	2	Total				\$ 11,208.60	\$ 10,024.77	\$ 1,183.84	\$ 950.34	\$ -	\$ 2,134.18	

File: BPS.07-CA-102517.Compliance Specification Schedules.dsm / Sheet: Hershey - BP (8)

NLRB Backpay Calculation												2
			Case Name: Lou's Transport, Inc.						Schedule A			
			Case Number: 07-CA-102517						Backpay period:			
			Claimant: Michael Hershey						3/27/2013 - 10/31/2015		Interest calculated to: N/A	
Year	Qtr.	Week Ending	Adjusted Regular Hours	Adjusted Overtime Hours	Hourly Rate	Adjusted Gross Backpay	Adjusted Quarter Interim Earnings	Adjusted Net Backpay	Interim Expenses (Mileage)	Medical Expenses	Net Backpay & Expenses	
2013	3	7/6	33.33	16.10	\$ 15.00	\$ 862.20	\$ 420.75	2	\$ 231.65			
2013	3	7/13	33.33	16.10	\$ 15.00	\$ 862.20	\$ -	2	\$ -			
2013	3	7/20	33.33	16.10	\$ 15.00	\$ 862.20	\$ 977.16	2	\$ -			
2013	3	7/27	33.33	16.10	\$ 15.00	\$ 862.20	\$ 977.16	2	\$ -			
2013	3	8/3	33.33	16.10	\$ 15.00	\$ 862.20	\$ 977.16	2	\$ -			
2013	3	8/10	33.33	16.10	\$ 15.00	\$ 862.20	\$ 977.16	2	\$ -			
2013	3	8/17	33.33	16.10	\$ 15.00	\$ 862.20	\$ 977.16	2	\$ -			
2013	3	8/24	33.33	16.10	\$ 15.00	\$ 862.20	\$ 977.16	2	\$ -			
2013	3	8/31	33.33	16.10	\$ 15.00	\$ 862.20	\$ 977.16	2	\$ -			
2013	3	9/7	33.33	16.10	\$ 15.00	\$ 862.20	\$ 977.16	2	\$ -			
2013	3	9/14	33.33	16.10	\$ 15.00	\$ 862.20	\$ 977.16	2	\$ -			
2013	3	9/21	33.33	16.10	\$ 15.00	\$ 862.20	\$ 977.16	2	\$ -			
2013	3	9/28	33.33	16.10	\$ 15.00	\$ 862.20	\$ 977.16	2	\$ -			
2013	3	Total				\$ 11,208.60	\$ 11,169.51	\$ 39.09	\$ 231.65	-	\$ 270.74	
2013	4	10/5	33.33	16.10	\$ 15.00	\$ 862.20	\$ 966.77	2	\$ -			
2013	4	10/12	33.33	16.10	\$ 15.00	\$ 862.20	\$ 966.77	2	\$ -			
2013	4	10/19	33.33	16.10	\$ 15.00	\$ 862.20	\$ 966.78	2	\$ -			
2013	4	10/26	33.33	16.10	\$ 15.00	\$ 862.20	\$ 966.78	2	\$ -			
2013	4	11/2	33.33	16.10	\$ 15.00	\$ 862.20	\$ 966.78	2	\$ -			
2013	4	11/9	33.33	16.10	\$ 15.00	\$ 862.20	\$ 966.78	2	\$ -			
2013	4	11/16	33.33	16.10	\$ 15.00	\$ 862.20	\$ 864.88	2	\$ -			
2013	4	11/23	33.33	16.10	\$ 15.00	\$ 862.20	\$ 966.78	2	\$ -			
2013	4	11/30	33.33	16.10	\$ 15.00	\$ 862.20	\$ 663.00	2	\$ 231.65			
2013	4	12/7	33.33	16.10	\$ 15.00	\$ 862.20	\$ 1,049.75	2	\$ -			
2013	4	12/14	33.33	16.10	\$ 15.00	\$ 862.20	\$ 866.75	2	\$ -			
2013	4	12/21	33.33	16.10	\$ 15.00	\$ 862.20	\$ 966.78	2	\$ -			
2013	4	12/28	33.33	16.10	\$ 15.00	\$ 862.20	\$ -	2	\$ -			
2013	4	Total				\$ 11,208.60	\$ 11,208.60	\$ -	\$ 231.65	-	\$ 231.66	

File: BPS.07-CA-102517.Compliance Specification Schedules.xlsm / Sheet: Hershey - BP (8)

NLRB Backpay Calculation													3
			Case Name: Lou's Transport, Inc.							Schedule A			
			Case Number: 07-CA-102517							Backpay period:			
			Claimant: Michael Hershey							3/27/2013 - 10/31/2015		Interest calculated to:	N/A
Year	Qtr.	Week Ending	Adjusted Regular Hours	Adjusted Overtime Hours	Hourly Rate	Adjusted Gross Backpay	Adjusted Quarter Interim Earnings		Adjusted Net Backpay	Interim Expenses (Mileage)	Medical Expenses	Net Backpay & Expenses	
2014	1	1/4	33.33	16.10	\$ 15.00	\$ 862.20	\$ 344.25	2		\$ 229.60			
2014	1	1/11	33.33	16.10	\$ 15.00	\$ 862.20	\$ 195.60	2		\$ 229.60			
2014	1	1/18	33.33	16.10	\$ 15.00	\$ 862.20	\$ 903.13	2		\$ -			
2014	1	1/25	33.33	16.10	\$ 15.00	\$ 862.20	\$ -	2		\$ -			
2014	1	2/1	33.33	16.10	\$ 15.00	\$ 862.20	\$ 182.75	2		\$ 229.60			
2014	1	2/8	33.33	16.10	\$ 15.00	\$ 862.20	\$ 395.25	2		\$ 229.60			
2014	1	2/15	33.33	16.10	\$ 15.00	\$ 862.20	\$ 493.00	2		\$ 229.60			
2014	1	2/22	33.33	16.10	\$ 15.00	\$ 862.20	\$ 391.00	2		\$ 229.60			
2014	1	3/1	33.33	16.10	\$ 15.00	\$ 862.20	\$ 493.00	2		\$ 229.60			
2014	1	3/8	33.33	16.10	\$ 15.00	\$ 862.20	\$ 654.60	2		\$ 229.60			
2014	1	3/15	33.33	16.10	\$ 15.00	\$ 862.20	\$ 140.25	2		\$ 229.60			
2014	1	3/22	33.33	16.10	\$ 15.00	\$ 862.20	\$ -	2		\$ -			
2014	1	3/29	33.33	16.10	\$ 15.00	\$ 862.20	\$ -	2		\$ -			
2014	1	Total				\$ 11,208.60	\$ 4,192.63		\$ 7,015.98	\$ 2,066.40	-	\$ 9,082.38	
2014	2	4/5	33.33	16.10	\$ 18.00	\$ 1,034.64	\$ 183.75	2.5		\$ 226.08			
2014	2	4/12	33.33	16.10	\$ 18.00	\$ 1,034.64	\$ 1,005.90	2		\$ 226.08			
2014	2	4/19	33.33	16.10	\$ 18.00	\$ 1,034.64	\$ 595.00	2		\$ 226.08			
2014	2	4/26	33.33	16.10	\$ 18.00	\$ 1,034.64	\$ 850.94	2		\$ 226.07			
2014	2	5/3	33.33	16.10	\$ 18.00	\$ 1,034.64	\$ 1,005.90	2		\$ 226.07			
2014	2	5/10	33.33	16.10	\$ 18.00	\$ 1,034.64	\$ 1,005.90	2		\$ 226.07			
2014	2	5/17	33.33	16.10	\$ 18.00	\$ 1,034.64	\$ 1,005.90	2		\$ 226.07			
2014	2	5/24	33.33	16.10	\$ 18.00	\$ 1,034.64	\$ 1,005.90	2		\$ 226.07			
2014	2	5/31	33.33	16.10	\$ 18.00	\$ 1,034.64	\$ 1,005.90	2		\$ 226.07			
2014	2	6/7	33.33	16.10	\$ 18.00	\$ 1,034.64	\$ 1,005.90	2		\$ 226.07			
2014	2	6/14	33.33	16.10	\$ 18.00	\$ 1,034.64	\$ 1,005.90	2		\$ 226.07			
2014	2	6/21	33.33	16.10	\$ 18.00	\$ 1,034.64	\$ 1,005.90	2		\$ 226.07			
2014	2	6/28	33.33	16.10	\$ 18.00	\$ 1,034.64	\$ 1,005.90	2		\$ 226.07			
2014	2	Total				\$ 13,450.32	\$ 11,888.69		\$ 1,761.63	\$ 2,938.85	-	\$ 4,700.48	

File: BPS.07-CA-102517.Compliance Specification Schedules.xlsm / Sheet: Hershey - BP (8)

NLRB Backpay Calculation												4
Case Name:				Lou's Transport, Inc.						Schedule A		
Case Number:				07-CA-102517				Backpay period:				
Claimant:				Michael Hershey				3/27/2013 - 10/31/2015		Interest calculated to:	N/A	
Year	Qtr.	Week Ending	Adjusted Regular Hours	Adjusted Overtime Hours	Hourly Rate	Adjusted Gross Backpay	Adjusted Quarter Interim Earnings	Adjusted Net Backpay	Interim Expenses (Mileage)	Medical Expenses	Net Backpay & Expenses	
2014	3	7/5	33.33	16.10	\$ 18.00	\$ 1,034.64	\$ 1,005.90	2	\$ 229.60			
2014	3	7/12	33.33	16.10	\$ 18.00	\$ 1,034.64	\$ 1,005.90	2	\$ 229.60			
2014	3	7/19	33.33	16.10	\$ 18.00	\$ 1,034.64	\$ -	2	\$ -			
2014	3	7/26	33.33	16.10	\$ 18.00	\$ 1,034.64	\$ 1,005.90	2	\$ 229.60			
2014	3	8/2	33.33	16.10	\$ 18.00	\$ 1,034.64	\$ -	2	\$ -			
2014	3	8/9	33.33	16.10	\$ 18.00	\$ 1,034.64	\$ 1,005.90	2	\$ 229.60			
2014	3	8/16	33.33	16.10	\$ 18.00	\$ 1,034.64	\$ -	2	\$ -			
2014	3	8/23	33.33	16.10	\$ 18.00	\$ 1,034.64	\$ -	2	\$ -			
2014	3	8/30	33.33	16.10	\$ 18.00	\$ 1,034.64	\$ -	2	\$ -			
2014	3	9/6	33.33	16.10	\$ 18.00	\$ 1,034.64	\$ -	2	\$ -			
2014	3	9/13	33.33	16.10	\$ 18.00	\$ 1,034.64	\$ 1,034.64	2	\$ -			
2014	3	9/20	33.33	16.10	\$ 18.00	\$ 1,034.64	\$ -	2	\$ -			
2014	3	9/27	33.33	16.10	\$ 18.00	\$ 1,034.64	\$ -	2	\$ -			
2014	3	Total				\$ 13,450.32	\$ 5,068.24	\$ 8,392.08	\$ 918.40	-	\$ 9,310.48	
2014	4	10/4	33.33	16.10	\$ 18.00	\$ 1,034.64	\$ -	2	\$ -			
2014	4	10/11	33.33	16.10	\$ 18.00	\$ 1,034.64	\$ 1,034.64	2	\$ -			
2014	4	10/18	33.33	16.10	\$ 18.00	\$ 1,034.64	\$ 1,118.25	2	\$ -			
2014	4	10/25	33.33	16.10	\$ 18.00	\$ 1,034.64	\$ -	2	\$ -			
2014	4	11/1	33.33	16.10	\$ 18.00	\$ 1,034.64	\$ 1,034.64	2	\$ -			
2014	4	11/8	33.33	16.10	\$ 18.00	\$ 1,034.64	\$ 1,034.64	2	\$ -			
2014	4	11/15	33.33	16.10	\$ 18.00	\$ 1,034.64	\$ 1,034.64	2	\$ -			
2014	4	11/22	33.33	16.10	\$ 18.00	\$ 1,034.64	\$ 1,034.64	2	\$ -			
2014	4	11/29	33.33	16.10	\$ 18.00	\$ 1,034.64	\$ -	2	\$ -			
2014	4	12/6	33.33	16.10	\$ 18.00	\$ 1,034.64	\$ 834.75	2	\$ 197.40			
2014	4	12/13	33.33	16.10	\$ 18.00	\$ 1,034.64	\$ 693.00	2,3	\$ 197.40			
2014	4	12/20	33.33	16.10	\$ 18.00	\$ 1,034.64	\$ 877.50	2,3	\$ 197.40			
2014	4	12/27	33.33	16.10	\$ 18.00	\$ 1,034.64	\$ 558.00	2,3	\$ 197.40			
2014	4	Total				\$ 13,450.32	\$ 9,254.70	\$ 4,195.62	\$ 789.60	-	\$ 4,985.22	

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NLRB Backpay Calculation												5
		Case Name: Lou's Transport, Inc.								Schedule A		
		Case Number: 07-CA-102517								Backpay period:		
		Claimant: Michael Hershey								3/27/2013 - 10/31/2015		Interest calculated to: N/A
Year	Qtr.	Week Ending	Adjusted Regular Hours	Adjusted Overtime Hours	Hourly Rate	Adjusted Gross Backpay	Adjusted Quarter Interim Earnings		Adjusted Net Backpay	Interim Expenses (Mileage)	Medical Expenses	Net Backpay & Expenses
2015	1	1/3	33.33	16.10	\$ 18.00	\$ 1,034.64	\$ 360.00	3		\$ 117.57		
2015	1	1/10	33.33	16.10	\$ 18.00	\$ 1,034.64	\$ 612.00	2,3		\$ 117.57		
2015	1	1/17	33.33	16.10	\$ 18.00	\$ 1,034.64	\$ 432.00	3		\$ 117.57		
2015	1	1/24	33.33	16.10	\$ 18.00	\$ 1,034.64	\$ 609.75	2,3		\$ 117.57		
2015	1	1/31	33.33	16.10	\$ 18.00	\$ 1,034.64	\$ 434.25	3		\$ 117.57		
2015	1	2/7	33.33	16.10	\$ 18.00	\$ 1,034.64	\$ 760.50	2,3		\$ 117.57		
2015	1	2/14	33.33	16.10	\$ 18.00	\$ 1,034.64	\$ 711.00	2,3		\$ 117.57		
2015	1	2/21	33.33	16.10	\$ 18.00	\$ 1,034.64	\$ 504.00	3		\$ 117.57		
2015	1	2/28	33.33	16.10	\$ 18.00	\$ 1,034.64	\$ 504.00	3		\$ 117.57		
2015	1	3/7	33.33	16.10	\$ 18.00	\$ 1,034.64	\$ 465.75	3		\$ 117.57		
2015	1	3/14	33.33	16.10	\$ 18.00	\$ 1,034.64	\$ 1,014.75	3,4		\$ 117.57		
2015	1	3/21	33.33	16.10	\$ 18.00	\$ 1,034.64	\$ 434.25	3		\$ 117.57		
2015	1	3/28	33.33	16.10	\$ 18.00	\$ 1,034.64	\$ 609.75	3,4		\$ 117.57		
2015	1	Total				\$ 13,450.32	\$ 7,452.00		\$ 5,998.32	\$ 1,628.41	-	\$ 7,526.73
2015	2	4/4	33.33	16.10	\$ 18.00	\$ 1,034.64	\$ 432.00	3		\$ 115.00		
2015	2	4/11	33.33	16.10	\$ 18.00	\$ 1,034.64	\$ 432.00	3		\$ 115.00		
2015	2	4/18	33.33	16.10	\$ 18.00	\$ 1,034.64	\$ 202.50	2		\$ 115.00		
2015	2	4/25	33.33	16.10	\$ 18.00	\$ 1,034.64	\$ 578.00	2		\$ 115.00		
2015	2	5/2	33.33	16.10	\$ 18.00	\$ 1,034.64	\$ 1,034.64	2		\$ -		
2015	2	5/9	33.33	16.10	\$ 18.00	\$ 1,034.64	\$ 1,034.64	2		\$ -		
2015	2	5/16	33.33	16.10	\$ 18.00	\$ 1,034.64	\$ 1,034.64	2		\$ -		
2015	2	5/23	33.33	16.10	\$ 18.00	\$ 1,034.64	\$ 1,034.64	2		\$ -		
2015	2	5/30	33.33	16.10	\$ 18.00	\$ 1,034.64	\$ 822.89	2		\$ 115.00		
2015	2	6/6	33.33	16.10	\$ 18.00	\$ 1,034.64	\$ 1,034.64	2		\$ -		
2015	2	6/13	33.33	16.10	\$ 18.00	\$ 1,034.64	\$ 1,034.64	2		\$ -		
2015	2	6/20	33.33	16.10	\$ 18.00	\$ 1,034.64	\$ 1,034.64	2		\$ -		
2015	2	6/27	33.33	16.10	\$ 18.00	\$ 1,034.64	\$ 1,034.64	2		\$ -		
2015	2	Total				\$ 13,450.32	\$ 10,742.31		\$ 2,708.01	\$ 575.00	-	\$ 3,283.01

File: BPS.07-CA-102517.Compliance Specification Schedules.xlsm / Sheet: Hershey - BP (8)

NLRB Backpay Calculation												6
Case Name:			Lou's Transport, Inc.							Schedule A		
Case Number:			07-CA-102517					Backpay period:				
Claimant:			Michael Hershey					3/27/2013 - 10/31/2015		Interest calculated to: N/A		
Year	Qtr.	Week Ending	Adjusted Regular Hours	Adjusted Overtime Hours	Hourly Rate	Adjusted Gross Backpay	Adjusted Quarter Interim Earnings	Adjusted Net Backpay	Interim Expenses (Mileage)	Medical Expenses	Net Backpay & Expenses	
2015	3	7/4	33.33	16.10	\$ 18.00	\$ 1,034.64	\$ 1,034.64	2	\$ -			
2015	3	7/11	33.33	16.10	\$ 18.00	\$ 1,034.64	\$ 1,034.64	2	\$ -			
2015	3	7/18	33.33	16.10	\$ 18.00	\$ 1,034.64	\$ 1,034.64	2	\$ -			
2015	3	7/25	33.33	16.10	\$ 18.00	\$ 1,034.64	\$ 1,034.64	2	\$ -			
2015	3	8/1	33.33	16.10	\$ 18.00	\$ 1,034.64	\$ 1,034.64	2	\$ -			
2015	3	8/8	33.33	16.10	\$ 18.00	\$ 1,034.64	\$ 1,034.64	2	\$ -			
2015	3	8/15	33.33	16.10	\$ 18.00	\$ 1,034.64	\$ 1,034.64	2	\$ -			
2015	3	8/22	33.33	16.10	\$ 18.00	\$ 1,034.64	\$ 1,034.64	2	\$ -			
2015	3	8/29	33.33	16.10	\$ 18.00	\$ 1,034.64	\$ 1,034.64	2	\$ -			
2015	3	9/5	33.33	16.10	\$ 18.00	\$ 1,034.64	\$ 1,034.64	2	\$ -			
2015	3	9/12	33.33	16.10	\$ 18.00	\$ 1,034.64	\$ 1,034.64	2	\$ -			
2015	3	9/19	33.33	16.10	\$ 18.00	\$ 1,034.64	\$ 1,034.64	2	\$ -			
2015	3	9/26	33.33	16.10	\$ 18.00	\$ 1,034.64	\$ 1,034.64	2	\$ -			
2015	3	Total				\$ 13,450.32	\$ 13,450.32	\$ -	-	-	\$ -	
2015	4	10/3	33.33	16.10	\$ 18.00	\$ 1,034.64	\$ 1,034.64	2	\$ -			
2015	4	10/10	33.33	16.10	\$ 18.00	\$ 1,034.64	\$ 1,034.64	2	\$ -			
2015	4	10/17	33.33	16.10	\$ 18.00	\$ 1,034.64	\$ 1,034.64	2	\$ -			
2015	4	10/24	33.33	16.10	\$ 18.00	\$ 1,034.64	\$ 1,034.64	2				
2015	4	10/31	33.33	16.10	\$ 18.00	\$ 1,034.64	\$ 1,131.75	2				
2015	4	11/7				-						
2015	4	11/14				-						
2015	4	11/21				-						
2015	4	11/28				-						
2015	4	12/5				-						
2015	4	12/12				-						
2015	4	12/19				-						
2015	4	12/28				-						
2015	4	Total				\$ 5,173.20	\$ 5,270.31	\$ -	\$ -	-	\$ -	

File: BPS.07-CA-102517.Compliance Specification Schedules.xlsm / Sheet: Hershey - BP (8)

[illegible]

3.1	Interim Expenses													
Name:	Michael Hershey							Schedule B						
			Interim Employment					Search for Work					Mileage Rate	
Year #	Qtr	Days	R/T to Employer	R/T to interim job	Additional Mileage	Lodging	Food	Mileage	Lodging	Food	Other	Total	For This Quarter	Notes
###	#													
2013	2	11	8	64	616							\$ 348.04	0.565	K 4/5/13-4/26/13)
2013	2	13	8	90	1066							\$ 602.29	0.565	Calo4/26/13-Pres
2013	3	5	8	90	410							\$ 231.65	0.565	Calo-Tia Marie
2013	4	5	8	90	410							\$ 231.65	0.565	Calo-Tia Marie
2014	1	45	8	90	3690							\$ 2,066.40	0.560	Calo-Tia Marie
2014	2	64	8	90	5248							\$ 2,938.88	0.560	Calo-Tia Marie
2014	3	20	8	90	1640							\$ 918.40	0.560	Calo-Tia Marie
2014	4	15	8	90	1230							\$ 688.80	0.560	Calo/Tia Marie
2014	4	15	8	20	180							\$ 100.80	0.560	R&C12/13/14-4/11/15
2015	1	27	8	90	2214							\$ 1,273.05	0.575	Calo-Tia Marie
2015	1	37	8	20	444							\$ 255.30	0.575	Calo-Tia Marie
2015	2	11	8	20	132							\$ 75.90	0.575	Calo-Tia Marie
2015	2	14	8	70	868							\$ 499.10	0.575	Calo-Tia Marie
2015	3	0	0	0	0							\$ -	0.575	Calo-Tia Marie
2015	4	0	0	0	0							\$ -	0.575	Calo-Tia Marie
TOTALS		282			17280							\$ 10,230.26		

BPS.07-CA-102517.Compliance Specification Schedule B.xlsm/ Hershey - Expenses

NLRB Backpay Calculation

1

Adjusted Taxes for Lump Sum Backpay Schedule C

Case Name: Lou's Transport, Inc.

Case Number: 07-CA-102517

Claimant: Michael Hershey

Year	Taxable Income (Backpay)	Filing Status	State	Federal Tax	State Tax
2008		Married Filing 0 Jointly/Widower	MI	0	0
2009		Married Filing 0 Jointly/Widower	MI	0	0
2010		Married Filing 0 Jointly/Widower	MI	0	0
2011		Married Filing 0 Jointly/Widower	MI	0	0
2012		Married Filing 0 Jointly/Widower	MI	0	0
2013	\$ 3,153.92	Married Filing Jointly/Widower	MI	\$ 315.39	\$ 142.87
2014	\$ 28,078.56	Married Filing Jointly/Widower	MI	\$ 3,304.28	\$ 1,193.34
Taxes Paid:				\$ 3,619.68	\$ 1,336.21
Sum	2000 to 2014	(Sum)	Married Filing Jointly/Widower	MI	\$ 3,762.37 \$ 1,327.38
2015	\$ 10,809.74				
Excess Tax on Backpay:				\$ 142.70	\$ -
Incremental Tax on Backpay:				\$	34.02
Total Excess Tax on Backpay:				\$	176.71
Interest on Backpay:	\$ -				
Tax on Interest:				\$ -	\$ -
Incremental Tax on Interest:				\$	-
Total Excess Tax on Interest:				\$	-
Additional Tax Liability:				\$	-
Total Excess Tax Liability:				\$	176.71

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION SEVEN**

LOU'S TRANSPORT, INC., and T.K.M.S., INC.

Respondents

and

Case 07-CA-102517

MICHAEL HERSHEY, an Individual

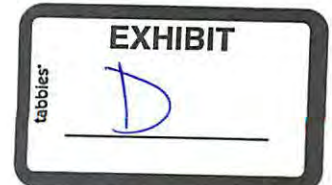
Charging Party

AMENDED COMPLIANCE SPECIFICATION AND NOTICE OF HEARING

The National Labor Relations Board, herein called the Board, issued its Decision and Order in Case 07-CA-102517 on December 16, 2014, reported at 361 NLRB No. 158, ordering Lou's Transport, Inc., and T.K.M.S., Inc., and their officers, agents, and assigns, herein called Respondents, to take certain actions, including making whole Michael Hershey, herein called the Charging Party, for any loss of earnings and other benefits suffered as a result of the discrimination against him, with interest compounded on a daily basis. On April 6, 2016, in Case Nos. 15-1040 and 1193, the United States Court of Appeals for the Sixth Circuit enforced the Decision and Order of the Board.

As a controversy presently exists regarding the liability of Respondents as to the amount of backpay and other benefits owed the Charging Party under the terms of the Board Order, the undersigned, pursuant to the authority duly conferred by the Board, hereby issues this Amended Compliance Specification and Notice of Hearing and alleges as follows:

1. No payments have been made by Respondents to satisfy their obligation under the terms of the aforesaid enforced Board Order.
2. The gross backpay due the Charging Party is the amount of earnings he would have received, but for Respondents' unlawful discrimination against him, less any interim earnings.
3. Respondents' liability for backpay for the Charging Party commenced on March 27, 2013, and backpay continues to accrue until Respondents unconditionally offer the Charging Party full reinstatement to his former job or, if his former job no longer exists, to a substantially equivalent position, without prejudice to his seniority or other rights and privileges previously enjoyed.
4. For the purposes of this Amended Compliance Specification only, in order to obtain finite amounts, it is necessary that the backpay period conclude about March 4, 2016, notwithstanding that, as noted in paragraph 3, above, the backpay period is ongoing.



5. Respondents submitted payroll records for their comparable driver employees (comparable employees) who were hired after April 12, 2011, but before the Charging Party, who were still employed at the time of the Charging Party's discharge; and for the first three comparable employees hired after the Charging Party, who were still employed at the time of the Charging Party's discharge. All of these payroll records covered the period of January 1, 2013, to about March 4, 2016, though some of the payroll records for some of the comparable driver employees did not extend as long as about March 4, 2016, as described in paragraph 7, below.

6. For the purposes of this Amended Compliance Specification only, the average hours and average overtime hours worked by Respondents' comparable employees who were employed during the periods referenced above, were used as comparable employees to determine backpay due the Charging Party had he continued to be employed as a reasonable means to determine an appropriate measure of gross backpay due the Charging Party.

7. An appropriate measure of gross backpay due the Charging Party is determined by the number of average hours and average overtime hours worked by Respondents' comparable employees Michael Buchner, Gary Forsyth, David Nigh, Steven Roby, Steven Sheffield, and Ronnie Smith for the period of about April 1, 2013, to March 4, 2016; and Jeffrey Clem for the period of about April 1, 2013, to December 26, 2015; Michael Malinowski for the period of about April 1, 2013, to February 19, 2016; and Kevin Moore for the period about April 1, 2013, to about February 27, 2016.

8. The amount of pay increases reflected in the comparable employees' backpay schedules are based on payroll information received from Respondents for the comparable employees referenced in paragraph 7 above, throughout the backpay period. The pay increases were applied to the pay rates and the results appear in Schedules A through I.

9. Based upon Respondents' payroll records, cumulative weekly averages were used for comparable employees' hours and overtime hours worked by Respondents' comparable employees Michael Buchner, Gary Forsyth, David Nigh, Steven Roby, Steven Sheffield, Ronnie Smith, for the period of about April 1, 2013, to March 4, 2016; Jeffrey Clem for the period about April 1, 2013, to December 26, 2015; Michael Malinowski for the period of about April 1, 2013, to February 19, 2016; and Kevin Moore for the period of about April 1, 2013, to February 27, 2016, referenced in paragraph 7, during the backpay period. See Schedules A through I. The averages for all of these comparable employees were compiled in Schedule J.

10. An appropriate measure of gross backpay can be obtained during each calendar quarter of the backpay period based upon the average cumulative hours worked by the comparable employees referenced above in paragraph 7. This can be determined by the average number of regular hours and overtime hours worked by these comparable employees. The average weekly regular hours and average weekly overtime hours of the comparable employees can reasonably be projected as the regular hours and overtime hours the Charging Party would have worked each week had he continued to be employed by Respondents. See Schedule K.

11. Comparable employees' average weekly hours and average weekly overtime hours were compared to the Charging Party's interim earnings he earned during his interim employment to determine the gross backpay due the Charging Party. See Schedule K.

12. Based upon the above, the total gross backpay amount due the Charging Party is \$11,767.06. See Schedule K.

13. There were no medical expenses incurred by the Charging Party, and therefore none were added to gross backpay.

14. The Charging Party incurred necessary expenses in performing interim employment that he would not have otherwise incurred, such as mileage. In order for the Charging Party to retain his interim employment, it has been necessary that he commute greater distances to his interim employers than he had driven to his employment with Respondents. The mileage amount at the United States Governmental rate for the additional distances driven have been added as interim expenses to the net backpay. Based on the above, the Charging Party incurred quarterly interim expenses totaling \$31,368.96. See Schedules K and L.

15. In order to obtain the total net backpay and expenses owed the Charging Party, it is necessary to add the mileage expenses to the gross backpay and then to deduct the interim earnings the Charging Party obtained. Based upon the above, the total net backpay and expenses due the Charging Party is \$43,136.02.

16. In accordance with *AdvoServ of New Jersey, Inc.*,¹ the Board modified the recommended tax compensation and Social Security Administration reporting of remedies. The Board's modifications require Respondents, within 21 days of the date the amount of backpay is fixed, to file a report allocating backpay to the appropriate calendar years with the Regional Director, rather than with the Social Security Administration. The Board noted that this modified remedy will apply in all pending and future cases involving a backpay order. The Charging Party is entitled to be compensated for the adverse tax consequences of receiving the lump-sum backpay for a period over one year. If not for the unfair labor practices committed by Respondents, the backpay award for the Charging Party would have been paid over more than one year rather than paid in the year Respondents make final payment in this case. The backpay for this case should have been earned in 2013, 2014, 2015, and 2016, rather than exclusively in 2016.²

17. In order to determine what the appropriate excess tax award should be, where payable, the amount of federal and state taxes need to be determined for the backpay as if the monies were paid when they were earned throughout the backpay period, as described below in paragraph 18. Also, the amount of federal and state taxes need to be calculated for the lump sum payment if the payment was made this year, as described below in paragraph 21. The excess tax liability is calculated as the difference between these two amounts.

¹ 363 NLRB No. 143 (March 11, 2016).

² All information, including the amounts owed will need to be updated to reflect the actual year of payment.

18. The amount of taxable income for each year is based on the calculations for backpay in this amended compliance specification solely for 2014 and is compiled in Schedule K. Using this taxable income for 2014, federal and state taxes were calculated using the federal and state tax rates for the appropriate years.³ The federal rates are based on the Charging Party's filing taxes as Married Filing Jointly/Widower.

19. The amount of taxes owed for 2014 would have been the amount set forth in Schedule M. The total of these amounts are for federal taxes and for state taxes.

20. The total amount of the lump sum award that is subject to this excess tax award is \$11,767.06, and is set forth in Schedule K.⁴ The lump sum amount is based on the backpay calculations described in this specification.⁵ The amount of taxes owed in 2014, is based on the current federal and state tax rates⁶ and on the fact that the Charging Party will be filing his income taxes as Married Filing Jointly. The amount of taxes owed on the lump sum is calculated as \$00.00, for federal taxes and \$00.00 for state taxes and shown in Schedule M.

21. The adverse tax consequence is the difference between the amount of taxes on the lump sum amount being paid in 2016, \$1,767.06 for federal taxes and \$533.05 for state taxes, and the amount of taxes that would have been charged if these amounts were paid when the backpay was earned in 2014, \$1,767.06 for federal taxes and \$533.05 for state taxes. Thus, the excess tax liability is \$00.00 for federal taxes and \$00.00 for state taxes.

22. Where it is payable, the excess tax liability payment that is to be made to the Charging Party is also taxable income and causes additional tax liabilities. Schedule M also includes a calculation for these supplemental taxes, where payable. This amount is called the incremental tax liability. The incremental tax includes all of the taxes that the Charging Party will owe on the excess tax payment. This incremental tax is calculated using the federal tax rate used for calculating taxes for the backpay award and the average state tax rate for 2016. This amount is \$00.00, and is shown in Schedule M.

23. The total excess taxes are the total tax consequences for the Charging Party receiving a lump-sum award covering a backpay period longer than 1-year. The total excess taxes owed to the Charging Party are \$00.00, which is determined by adding the excess taxes and incremental taxes, as shown in Schedule M.

24. Summarizing the facts and calculations specified above, and in the Schedules, Respondents are liable for the backpay due the Charging Party as described above. The obligation of Respondents to make the Charging Party whole under the enforced Board Order

³ The actual federal tax rates were used, while the state's average tax rate was used for these previous years.

⁴ The lump sum amount does not include interest on the amount of backpay owed. Interest should be included in the lump sum amount; however interest continues to accrue until the payment is made. The lump sum amount will need to be adjusted when backpay is paid to the discriminatee to include interest.

⁵ Although the backpay period continues to accrue to the present date, there is no excess tax liability for backpay that would have been earned in the year a lump sum award is made.

⁶ The actual federal tax rates were used for the current year, while an average state tax rate for the current year was used.

will be discharged by payment to the Charging Party of \$43,136.02, plus interest accrued to the date of payment and excess tax liability, where payable, as described above in paragraphs 16 through 23⁷, minus tax withholdings solely from the net backpay portion, as required by Federal and State laws.

WHEREFORE, it is prayed that an Order be entered consistent with the above.

ANSWER REQUIREMENT

Respondents are notified that, pursuant to Sections 102.56 of the Board's Rules and Regulations, they must file an answer to the amended compliance specification and notice of hearing. The answer must be **received by this office on or before Monday, July 18, 2016 or posted marked on or before Sunday, July 17, 2016**. Unless filed electronically in a pdf format, Respondents should file an original and four copies of the answer with this office. (c) (b)

An answer may also be filed electronically by using the E-Filing system on the Agency's website. In order to file an answer electronically, access the Agency's website at <http://www.nlr.gov>, click on **E-File Documents**, enter the NLRB Case Number, and follow the detailed instructions. The responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that such answer be signed and sworn to by Respondents or by a duly authorized agent with appropriate power of attorney affixed. See Section 102.56(a). If the answer being filed electronically is a pdf document containing the required signature, no paper copies of the answer need to be transmitted to the Regional Office. However, if the electronic version of an answer to an amended compliance specification is not a pdf file containing the required signature, then the E-filing rules require that such answer containing the required signature continue to be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing.

Service of the answer on each of the other parties must still be accomplished in conformance with the requirements of Section 102.114 of the Board's Rules and Regulations. The answer may not be filed by facsimile transmission.

As to all matters set forth in the amended compliance specification that are within the knowledge of Respondents, including but not limited to the various factors entering into the computation of gross backpay, a general denial is not sufficient. See Section 102.56(b) of the Board's Rules and Regulations, a copy of which is attached. Rather, the answer must state the basis for any disagreement with any allegations that are within Respondents' knowledge, and set forth in detail Respondents' position as to the applicable premises and furnish supporting figures.

⁷ The amount of excess tax liability would need to be updated to reflect the actual date of payment.

If no answer is filed or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the unanswered allegations in the amended compliance specification are true. If the answer fails to deny allegation of the amended compliance specification in the manner required under Section 102.56(b) of the Board's Rules and Regulations, and the failure to do so is not adequately explained, the Board may find those unanswered allegations in the amended compliance specification are true and preclude Respondents from introducing any evidence controverting those allegations.

NOTICE OF HEARING

CB

PLEASE TAKE NOTICE THAT on Tuesday, September 6, 2016, 11:00 a.m. at the **Patrick V. McNamara Federal Building, Room 300, 477 Michigan Avenue, Detroit, Michigan 48226**, and on consecutive days thereafter until concluded, a hearing will be conducted before an administrative law judge of the National Labor Relations Board. At the hearing, Respondents and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this amended compliance specification. The procedures to be followed at the hearing are described in the attached Form NLRB-4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

Dated at Detroit, Michigan, this 27th day of June 2016.

/s/ Terry Morgan

Terry Morgan, Regional Director
National Labor Relations Board
Region Seven
Patrick V. McNamara Federal Building
477 Michigan Avenue, Room 300
Detroit, MI 48226

Attachments

NLRB Backpay Calculation

1

			Case Name: Lou's Transport						Schedule A			
			Case Number: 07-CA-102517						Backpay period:			
			Claimant: Buchner, Michael						3/27/13 - 3/4/16		Interest calculated to:	6/22/2016
Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Medical Expenses	Net Backpay & Expenses	
2013	2	4/6	39.11	20.98	\$ 14.49	\$1,022.70						
2013	2	4/13	39.11	20.98	\$ 14.49	\$1,022.70						
2013	2	4/20	39.11	20.98	\$ 14.49	\$1,022.70						
2013	2	4/27	39.11	20.98	\$ 14.49	\$1,022.70						
2013	2	5/4	39.11	20.98	\$ 14.49	\$1,022.70						
2013	2	5/11	39.11	20.98	\$ 15.20	\$1,072.82						
2013	2	5/18	39.11	20.98	\$ 15.20	\$1,072.82						
2013	2	5/25	39.11	20.98	\$ 15.20	\$1,072.82						
2013	2	6/1	39.11	20.98	\$ 15.20	\$1,072.82						
2013	2	6/8	39.11	20.98	\$ 15.20	\$1,072.82						
2013	2	6/15	39.11	20.98	\$ 15.20	\$1,072.82						
2013	2	6/22	39.11	20.98	\$ 15.20	\$1,072.82						
2013	2	6/29	39.11	20.98	\$ 15.20	\$1,072.82						
2013	2	Total				\$ 13,696.05		\$ 13,696.05	-	-	\$ 13,696.05	
2013	3	7/6	40.00	26.21	\$ 15.20	\$1,205.59						
2013	3	7/13	40.00	26.21	\$ 15.20	\$1,205.59						
2013	3	7/20	40.00	26.21	\$ 15.20	\$1,205.59						
2013	3	7/27	40.00	26.21	\$ 15.20	\$1,205.59						
2013	3	8/3	40.00	26.21	\$ 15.20	\$1,205.59						
2013	3	8/10	40.00	26.21	\$ 15.20	\$1,205.59						
2013	3	8/17	40.00	26.21	\$ 15.20	\$1,205.59						
2013	3	8/24	40.00	26.21	\$ 15.20	\$1,205.59						
2013	3	8/31	40.00	26.21	\$ 15.20	\$1,205.59						
2013	3	9/7	40.00	26.21	\$ 15.20	\$1,205.59						
2013	3	9/14	40.00	26.21	\$ 15.20	\$1,205.59						
2013	3	9/21	40.00	26.21	\$ 15.20	\$1,205.59						
2013	3	9/28	40.00	26.21	\$ 15.20	\$1,205.59						
2013	3	Total				\$ 15,672.64		\$ 15,672.64	-	-	\$ 15,672.64	
2013	4	10/5	39.25	19.41	\$ 15.20	\$1,039.15						
2013	4	10/12	39.25	19.41	\$ 15.20	\$1,039.15						
2013	4	10/19	39.25	19.41	\$ 15.20	\$1,039.15						
2013	4	10/26	39.25	19.41	\$ 15.20	\$1,039.15						
2013	4	11/2	39.25	19.41	\$ 15.20	\$1,039.15						
2013	4	11/9	39.25	19.41	\$ 15.20	\$1,039.15						
2013	4	11/16	39.25	19.41	\$ 15.20	\$1,039.15						
2013	4	11/23	39.25	19.41	\$ 15.20	\$1,039.15						
2013	4	11/30	39.25	19.41	\$ 15.20	\$1,039.15						
2013	4	12/7	39.25	19.41	\$ 15.20	\$1,039.15						
2013	4	12/14	39.25	19.41	\$ 15.20	\$1,039.15						
2013	4	12/21	39.25	19.41	\$ 15.20	\$1,039.15						
2013	4	12/28	39.25	19.41	\$ 15.20	\$1,039.15						
2013	4	Total				\$13,508.92		\$13,508.92	-	-	\$13,508.92	

NLRB Backpay Calculation

2

			Case Name: Lou's Transport						Schedule A		
			Case Number: 07-CA-102517						Backpay period:		
			Claimant: Buchner, Michael						3/27/13 - 3/4/16		Interest calculated to: 6/22/2016
Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Medical Expenses	Net Backpay & Expenses
2014	1	1/4	25.42	1.88	\$ 17.25	\$487.14					
2014	1	1/11	25.42	1.88	\$ 17.25	\$487.14					
2014	1	1/18	25.42	1.88	\$ 17.25	\$487.14					
2014	1	1/25	25.42	1.88	\$ 17.25	\$487.14					
2014	1	2/1	25.42	1.88	\$ 17.25	\$487.14					
2014	1	2/8	25.42	1.88	\$ 17.25	\$487.14					
2014	1	2/15	25.42	1.88	\$ 17.25	\$487.14					
2014	1	2/22	25.42	1.88	\$ 17.25	\$487.14					
2014	1	3/1	25.42	1.88	\$ 17.25	\$487.14					
2014	1	3/8	25.42	1.88	\$ 17.25	\$487.14					
2014	1	3/15	25.42	1.88	\$ 17.25	\$487.14					
2014	1	3/22	25.42	1.88	\$ 17.25	\$487.14					
2014	1	3/29	25.42	1.88	\$ 17.25	\$487.14					
2014	1	Total				\$6,332.82		\$6,332.82	-	-	\$6,332.82
2014	2	4/5	33.84	17.52	\$ 17.25	\$1,037.07					
2014	2	4/12	33.84	17.52	\$ 17.25	\$1,037.07					
2014	2	4/19	33.84	17.52	\$ 17.25	\$1,037.07					
2014	2	4/26	33.84	17.52	\$ 17.25	\$1,037.07					
2014	2	5/3	33.84	17.52	\$ 17.25	\$1,037.07					
2014	2	5/10	33.84	17.52	\$ 17.25	\$1,037.07					
2014	2	5/17	33.84	17.52	\$ 17.25	\$1,037.07					
2014	2	5/24	33.84	17.52	\$ 17.25	\$1,037.07					
2014	2	5/31	33.84	17.52	\$ 17.25	\$1,037.07					
2014	2	6/7	33.84	17.52	\$ 17.25	\$1,037.07					
2014	2	6/14	33.84	17.52	\$ 17.25	\$1,037.07					
2014	2	6/21	33.84	17.52	\$ 17.25	\$1,037.07					
2014	2	6/28	33.84	17.52	\$ 17.25	\$1,037.07					
2014	2	Total				\$ 13,481.91		\$13,481.91	-	-	\$ 13,481.91
2014	3	7/5	36.69	21.23	\$ 17.25	\$ 1,182.23					
2014	3	7/12	36.69	21.23	\$ 17.25	\$ 1,182.23					
2014	3	7/19	36.69	21.23	\$ 17.25	\$ 1,182.23					
2014	3	7/26	36.69	21.23	\$ 17.25	\$ 1,182.23					
2014	3	8/2	36.69	21.23	\$ 17.25	\$ 1,182.23					
2014	3	8/9	36.69	21.23	\$ 17.25	\$ 1,182.23					
2014	3	8/16	36.69	21.23	\$ 17.25	\$ 1,182.23					
2014	3	8/23	36.69	21.23	\$ 17.25	\$ 1,182.23					
2014	3	8/30	36.69	21.23	\$ 17.25	\$ 1,182.23					
2014	3	9/6	36.69	21.23	\$ 17.25	\$ 1,182.23					
2014	3	9/13	36.69	21.23	\$ 17.25	\$ 1,182.23					
2014	3	9/20	36.69	21.23	\$ 17.25	\$ 1,182.23					
2014	3	9/27	36.69	21.23	\$ 17.25	\$ 1,182.23					
2014	3	Total				\$ 15,368.97		\$15,368.97	-	-	\$15,368.97

NLRB Backpay Calculation

3

Case Name:			Lou's Transport						Schedule A			
Case Number:			07-CA-102517						Backpay period:			
Claimant:			Buchner, Michael						3/27/13 - 3/4/16		Interest calculated to:	6/22/2016
Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Medical Expenses	Net Backpay & Expenses	
2014	4	10/4	23.02	8.57	\$ 17.25	\$618.84						
2014	4	10/11	23.02	8.57	\$ 17.25	\$618.84						
2014	4	10/18	23.02	8.57	\$ 17.25	\$618.84						
2014	4	10/25	23.02	8.57	\$ 17.25	\$618.84						
2014	4	11/1	23.02	8.57	\$ 17.25	\$618.84						
2014	4	11/8	23.02	8.57	\$ 17.25	\$618.84						
2014	4	11/15	23.02	8.57	\$ 17.25	\$618.84						
2014	4	11/22	23.02	8.57	\$ 17.25	\$618.84						
2014	4	11/29	23.02	8.57	\$ 17.25	\$618.84						
2014	4	12/6	23.02	8.57	\$ 17.25	\$618.84						
2014	4	12/13	23.02	8.57	\$ 17.25	\$618.84						
2014	4	12/20	23.02	8.57	\$ 17.25	\$618.84						
2014	4	12/27	23.02	8.57	\$ 17.25	\$618.84						
2014	4	Total				\$8,044.97		\$8,044.97	-	-	\$8,044.97	
2015	1	1/3	25.33	4.03	\$ 17.25	\$541.22						
2015	1	1/10	25.33	4.03	\$ 17.25	\$541.22						
2015	1	1/17	25.33	4.03	\$ 17.25	\$541.22						
2015	1	1/24	25.33	4.03	\$ 17.25	\$541.22						
2015	1	1/31	25.33	4.03	\$ 17.25	\$541.22						
2015	1	2/7	25.33	4.03	\$ 17.25	\$541.22						
2015	1	2/14	25.33	4.03	\$ 17.25	\$541.22						
2015	1	2/21	25.33	4.03	\$ 17.25	\$541.22						
2015	1	2/28	25.33	4.03	\$ 17.25	\$541.22						
2015	1	3/7	25.33	4.03	\$ 17.25	\$541.22						
2015	1	3/14	25.33	4.03	\$ 17.25	\$541.22						
2015	1	3/21	25.33	4.03	\$ 17.25	\$541.22						
2015	1	3/28	25.33	4.03	\$ 17.25	\$541.22						
2015	1	Total				\$7,035.84		\$7,035.84	-	-	\$7,035.84	
2015	2	4/4	40	21.73	\$ 17.25	\$1,252.26						
2015	2	4/11	40	21.73	\$ 17.25	\$1,252.26						
2015	2	4/18	40	21.73	\$ 17.25	\$1,252.26						
2015	2	4/25	40	21.73	\$ 17.25	\$1,252.26						
2015	2	5/2	40	21.73	\$ 17.25	\$1,252.26						
2015	2	5/9	40	21.73	\$ 17.25	\$1,252.26						
2015	2	5/16	40	21.73	\$ 17.25	\$1,252.26						
2015	2	5/23	40	21.73	\$ 17.25	\$1,252.26						
2015	2	5/30	40	21.73	\$ 17.25	\$1,252.26						
2015	2	6/6	40	21.73	\$ 17.25	\$1,252.26						
2015	2	6/13	40	21.73	\$ 17.25	\$1,252.26						
2015	2	6/20	40	21.73	\$ 17.25	\$1,252.26						
2015	2	6/27	40	21.73	\$ 17.25	\$1,252.26						
2015	2	Total				\$16,279.43		\$16,279.43	-	-	\$16,279.43	

NLRB Backpay Calculation

4

		Case Name: Lou's Transport						Schedule A			
		Case Number: 07-CA-102517						Backpay period:			
		Claimant: Buchner, Michael						3/27/13 - 3/4/16		Interest calculated to:	6/22/2016
Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Medical Expenses	Net Backpay & Expenses
2015	3	7/4	40	22.23	\$ 17.25	\$1,265.20					
2015	3	7/11	40	22.23	\$ 17.25	\$1,265.20					
2015	3	7/18	40	22.23	\$ 17.25	\$1,265.20					
2015	3	7/25	40	22.23	\$ 17.25	\$1,265.20					
2015	3	8/1	40	22.23	\$ 17.25	\$1,265.20					
2015	3	8/8	40	22.23	\$ 17.25	\$1,265.20					
2015	3	8/15	40	22.23	\$ 17.25	\$1,265.20					
2015	3	8/22	40	22.23	\$ 17.25	\$1,265.20					
2015	3	8/29	40	22.23	\$ 17.25	\$1,265.20					
2015	3	9/5	40	22.23	\$ 17.25	\$1,265.20					
2015	3	9/12	40	22.23	\$ 17.25	\$1,265.20					
2015	3	9/19	40	22.23	\$ 17.25	\$1,265.20					
2015	3	9/26	40	22.23	\$ 17.25	\$1,265.20					
2015	3	Total				\$16,447.62		\$16,447.62	-	-	\$16,447.62
2015	4	10/3	21.73	11.82	\$ 17.25	\$ 680.69					
2015	4	10/10	21.73	11.82	\$ 17.25	\$ 680.69					
2015	4	10/17	21.73	11.82	\$ 17.25	\$ 680.69					
2015	4	10/24	21.73	11.82	\$ 17.25	\$ 680.69					
2015	4	10/31	21.73	11.82	\$ 17.25	\$ 680.69					
2015	4	11/7	21.73	11.82	\$ 17.25	\$ 680.69					
2015	4	11/14	21.73	11.82	\$ 17.25	\$ 680.69					
2015	4	11/21	21.73	11.82	\$ 17.25	\$ 680.69					
2015	4	11/28	21.73	11.82	\$ 17.25	\$ 680.69					
2015	4	12/5	21.73	11.82	\$ 17.25	\$ 680.69					
2015	4	12/12	21.73	11.82	\$ 17.25	\$ 680.69					
2015	4	12/19	21.73	11.82	\$ 17.25	\$ 680.69					
2015	4	12/26	21.73	11.82	\$ 17.25	\$ 680.69					
2015	4	Total				\$8,848.91		\$8,848.91	-	-	\$8,848.91
2016	1	1/2	23.62	2.20	\$ 17.25	\$464.37					
2016	1	1/9	23.62	2.20	\$ 17.25	\$464.37					
2016	1	1/16	23.62	2.20	\$ 17.25	\$464.37					
2016	1	1/23	23.62	2.20	\$ 17.25	\$464.37					
2016	1	1/30	23.62	2.20	\$ 17.25	\$464.37					
2016	1	2/6	23.62	2.20	\$ 17.25	\$464.37					
2016	1	2/13	23.62	2.20	\$ 17.25	\$464.37					
2016	1	2/20	23.62	2.20	\$ 17.25	\$464.37					
2016	1	2/27	23.62	2.20	\$ 17.25	\$464.37					
2016	1	3/5	23.62	2.20	\$ 17.25	\$464.37					
2016	1	3/12				\$0.00					
2016	1	3/19				\$0.00					
2016	1	3/26				\$0.00					
2016	1	Total				\$4,643.70		\$4,643.70	-	-	\$4,643.70

NLRB Backpay Calculation

		Case Name: Lou's Transport						Schedule A			
		Case Number: 07-CA-102517						Backpay period:			
		Claimant: Buchner, Michael						3/27/13 - 3/4/16		Interest calculated to: 6/22/2016	
Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Medical Expenses	Net Backpay & Expenses
							Totals	\$139,361.78	-	-	\$139,361.78
								Daily Compound Interest			
								Total Backpay, Expenses and Interest			
Notes											\$139,361.78
1/	Qtrs Averaged, Calculation begin Wk 4/6/13. No info on dates of wkly pay periods ending.										
2/	2013 - St Avg hrs based on summary info provided by Employer.										
3/	2015 - Based on information provided by Employer.										
4/	2013-2016 Qtr ST hrs divided by #of weeks (13); Qtrs OT hrs divided by #of weeks (13) Last Wk by 10 wks										
5/											
6/											
7/											
8/											
9/											
10/											
11/											
12/											

NLRB Backpay Calculation

1

			Case Name: Lou's Transport									
			Case Number: 07-CA-102517						Backpay period:		Schedule B	
			Claimant: Clem, Jeffey						3/27/13 - 12/26/15		Interest calculated to:	6/22/2016
Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Medical Expenses	Net Backpay & Expenses	
2013	2	4/6	24.61	13.73	\$ 15.91	\$719.21						
2013	2	4/13	24.61	13.73	\$ 15.91	\$719.21						
2013	2	4/20	24.61	13.73	\$ 15.91	\$719.21						
2013	2	4/27	24.61	13.73	\$ 15.91	\$719.21						
2013	2	5/4	24.61	13.73	\$ 15.91	\$719.21						
2013	2	5/11	24.61	13.73	\$ 15.91	\$719.21						
2013	2	5/18	24.61	13.73	\$ 15.91	\$719.21						
2013	2	5/25	24.61	13.73	\$ 15.91	\$719.21						
2013	2	6/1	24.61	13.73	\$ 15.91	\$719.21						
2013	2	6/8	24.61	13.73	\$ 15.91	\$719.21						
2013	2	6/15	24.61	13.73	\$ 15.91	\$719.21						
2013	2	6/22	24.61	13.73	\$ 15.91	\$719.21						
2013	2	6/29	24.61	13.73	\$ 15.91	\$719.21						
2013	2	Total				\$ 9,349.75		\$ 9,349.75	-	-	\$ 9,349.75	
2013	3	7/6	41.48	26.05	\$ 15.91	\$1,281.63						
2013	3	7/13	41.48	26.05	\$ 15.91	\$1,281.63						
2013	3	7/20	41.48	26.05	\$ 15.91	\$1,281.63						
2013	3	7/27	41.48	26.05	\$ 15.91	\$1,281.63						
2013	3	8/3	41.48	26.05	\$ 15.91	\$1,281.63						
2013	3	8/10	41.48	26.05	\$ 15.91	\$1,281.63						
2013	3	8/17	41.48	26.05	\$ 15.91	\$1,281.63						
2013	3	8/24	41.48	26.05	\$ 15.91	\$1,281.63						
2013	3	8/31	41.48	26.05	\$ 15.91	\$1,281.63						
2013	3	9/7	41.48	26.05	\$ 15.91	\$1,281.63						
2013	3	9/14	41.48	26.05	\$ 15.91	\$1,281.63						
2013	3	9/21	41.48	26.05	\$ 15.91	\$1,281.63						
2013	3	9/28	41.48	26.05	\$ 15.91	\$1,281.63						
2013	3	Total				\$ 16,661.19		\$ 16,661.19	-	-	\$ 16,661.19	
2013	4	10/5	33.11	14.48	\$ 15.91	\$872.35						
2013	4	10/12	33.11	14.48	\$ 15.91	\$872.35						
2013	4	10/19	33.11	14.48	\$ 15.91	\$872.35						
2013	4	10/26	33.11	14.48	\$ 15.91	\$872.35						
2013	4	11/2	33.11	14.48	\$ 15.91	\$872.35						
2013	4	11/9	33.11	14.48	\$ 15.91	\$872.35						
2013	4	11/16	33.11	14.48	\$ 15.91	\$872.35						
2013	4	11/23	33.11	14.48	\$ 15.91	\$872.35						
2013	4	11/30	33.11	14.48	\$ 15.91	\$872.35						
2013	4	12/7	33.11	14.48	\$ 15.91	\$872.35						
2013	4	12/14	33.11	14.48	\$ 15.91	\$872.35						
2013	4	12/21	33.11	14.48	\$ 15.91	\$872.35						
2013	4	12/28	33.11	14.48	\$ 15.91	\$872.35						
2013	4	Total				\$11,340.49		\$11,340.49	-	-	\$11,340.49	

NLRB Backpay Calculation

2

			Case Name: Lou's Transport								
			Case Number: 07-CA-102517					Backpay period:		Schedule B	
			Claimant: Clem, Jeffey					3/27/13 - 12/26/15		Interest calculated to:	6/22/2016
Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Medical Expenses	Net Backpay & Expenses
2014	1	1/4	0	0.00	\$ -	\$0.00					
2014	1	1/11	0	0.00	\$ -	\$0.00					
2014	1	1/18	0	0.00	\$ -	\$0.00					
2014	1	1/25	0	0.00	\$ -	\$0.00					
2014	1	2/1	0	0.00	\$ -	\$0.00					
2014	1	2/8	0	0.00	\$ -	\$0.00					
2014	1	2/15	0	0.00	\$ -	\$0.00					
2014	1	2/22	0	0.00	\$ -	\$0.00					
2014	1	3/1	0	0.00	\$ -	\$0.00					
2014	1	3/8	0	0.00	\$ -	\$0.00					
2014	1	3/15	0	0.00	\$ -	\$0.00					
2014	1	3/22	0	0.00	\$ -	\$0.00					
2014	1	3/29	0	0.00	\$ -	\$0.00					
2014	1	Total				\$0.00		\$0.00	-	-	\$0.00
2014	2	4/5	30.76	19.05	\$ 17.25	\$1,023.53					
2014	2	4/12	30.76	19.05	\$ 17.25	\$1,023.53					
2014	2	4/19	30.76	19.05	\$ 17.25	\$1,023.53					
2014	2	4/26	30.76	19.05	\$ 17.25	\$1,023.53					
2014	2	5/3	30.76	19.05	\$ 17.25	\$1,023.53					
2014	2	5/10	30.76	19.05	\$ 17.25	\$1,023.53					
2014	2	5/17	30.76	19.05	\$ 17.25	\$1,023.53					
2014	2	5/24	30.76	19.05	\$ 17.25	\$1,023.53					
2014	2	5/31	30.76	19.05	\$ 17.25	\$1,023.53					
2014	2	6/7	30.76	19.05	\$ 17.25	\$1,023.53					
2014	2	6/14	30.76	19.05	\$ 17.25	\$1,023.53					
2014	2	6/21	30.76	19.05	\$ 17.25	\$1,023.53					
2014	2	6/28	30.76	19.05	\$ 17.25	\$1,023.53					
2014	2	Total				\$ 13,305.87		\$13,305.87	-	-	\$ 13,305.87
2014	3	7/5	28.15	15.69	\$ 17.25	\$ 891.57					
2014	3	7/12	28.15	15.69	\$ 17.25	\$ 891.57					
2014	3	7/19	28.15	15.69	\$ 17.25	\$ 891.57					
2014	3	7/26	28.15	15.69	\$ 17.25	\$ 891.57					
2014	3	8/2	28.15	15.69	\$ 17.25	\$ 891.57					
2014	3	8/9	28.15	15.69	\$ 17.25	\$ 891.57					
2014	3	8/16	28.15	15.69	\$ 17.25	\$ 891.57					
2014	3	8/23	28.15	15.69	\$ 17.25	\$ 891.57					
2014	3	8/30	28.15	15.69	\$ 17.25	\$ 891.57					
2014	3	9/6	28.15	15.69	\$ 17.25	\$ 891.57					
2014	3	9/13	28.15	15.69	\$ 17.25	\$ 891.57					
2014	3	9/20	28.15	15.69	\$ 17.25	\$ 891.57					

NLRB Backpay Calculation

3

			Case Name: Lou's Transport								
			Case Number: 07-CA-102517						Backpay period:		Schedule B
			Claimant: Clem, Jeffey						3/27/13 - 12/26/15		Interest calculated to: 6/22/2016
Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Medical Expenses	Net Backpay & Expenses
2014	3	9/27	28.15	15.69	\$ 17.25	\$ 891.57					
2014	3	Total				\$ 11,590.36		\$11,590.36	-	-	\$11,590.36
2014	4	10/4	39.21	21.28	\$ 17.25	\$1,226.99					
2014	4	10/11	39.21	21.28	\$ 17.25	\$1,226.99					
2014	4	10/18	39.21	21.28	\$ 17.25	\$1,226.99					
2014	4	10/25	39.21	21.28	\$ 17.25	\$1,226.99					
2014	4	11/1	39.21	21.28	\$ 17.25	\$1,226.99					
2014	4	11/8	39.21	21.28	\$ 17.25	\$1,226.99					
2014	4	11/15	39.21	21.28	\$ 17.25	\$1,226.99					
2014	4	11/22	39.21	21.28	\$ 17.25	\$1,226.99					
2014	4	11/29	39.21	21.28	\$ 17.25	\$1,226.99					
2014	4	12/6	39.21	21.28	\$ 17.25	\$1,226.99					
2014	4	12/13	39.21	21.28	\$ 17.25	\$1,226.99					
2014	4	12/20	39.21	21.28	\$ 17.25	\$1,226.99					
2014	4	12/27	39.21	21.28	\$ 17.25	\$1,226.99					
2014	4	Total				\$15,950.90		\$15,950.90	-	-	\$15,950.90
2015	1	1/3	14.71	1.25	\$ 17.25	\$286.09					
2015	1	1/10	14.71	1.25	\$ 17.25	\$286.09					
2015	1	1/17	14.71	1.25	\$ 17.25	\$286.09					
2015	1	1/24	14.71	1.25	\$ 17.25	\$286.09					
2015	1	1/31	14.71	1.25	\$ 17.25	\$286.09					
2015	1	2/7	14.71	1.25	\$ 17.25	\$286.09					
2015	1	2/14	14.71	1.25	\$ 17.25	\$286.09					
2015	1	2/21	14.71	1.25	\$ 17.25	\$286.09					
2015	1	2/28	14.71	1.25	\$ 17.25	\$286.09					
2015	1	3/7	14.71	1.25	\$ 17.25	\$286.09					
2015	1	3/14	14.71	1.25	\$ 17.25	\$286.09					
2015	1	3/21	14.71	1.25	\$ 17.25	\$286.09					
2015	1	3/28	14.71	1.25	\$ 17.25	\$286.09					
2015	1	Total				\$3,719.19		\$3,719.19	-	-	\$3,719.19
2015	2	4/4	41.17	20.09	\$ 17.25	\$1,230.01					
2015	2	4/11	41.17	20.09	\$ 17.25	\$1,230.01					
2015	2	4/18	41.17	20.09	\$ 17.25	\$1,230.01					
2015	2	4/25	41.17	20.09	\$ 17.25	\$1,230.01					
2015	2	5/2	41.17	20.09	\$ 17.25	\$1,230.01					
2015	2	5/9	41.17	20.09	\$ 17.25	\$1,230.01					
2015	2	5/16	41.17	20.09	\$ 17.25	\$1,230.01					
2015	2	5/23	41.17	20.09	\$ 17.25	\$1,230.01					
2015	2	5/30	41.17	20.09	\$ 17.25	\$1,230.01					
2015	2	6/6	41.17	20.09	\$ 17.25	\$1,230.01					
2015	2	6/13	41.17	20.09	\$ 17.25	\$1,230.01					
2015	2	6/20	41.17	20.09	\$ 17.25	\$1,230.01					
2015	2	6/27	41.17	20.09	\$ 17.25	\$1,230.01					

NLRB Backpay Calculation

4

Case Name: Lou's Transport											
Case Number: 07-CA-102517											
Backpay period: 3/27/13 - 12/26/15											
Schedule B											
Claimant: Clem, Jeffrey											
Interest calculated to: 6/22/2016											
Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Medical Expenses	Net Backpay & Expenses
2015	2	Total				\$15,990.15		\$15,990.15	-	-	\$15,990.15
2015	3	7/4	36.92	21.28	\$ 17.25	\$1,187.49					
2015	3	7/11	36.92	21.28	\$ 17.25	\$1,187.49					
2015	3	7/18	36.92	21.28	\$ 17.25	\$1,187.49					
2015	3	7/25	36.92	21.28	\$ 17.25	\$1,187.49					
2015	3	8/1	36.92	21.28	\$ 17.25	\$1,187.49					
2015	3	8/8	36.92	21.28	\$ 17.25	\$1,187.49					
2015	3	8/15	36.92	21.28	\$ 17.25	\$1,187.49					
2015	3	8/22	36.92	21.28	\$ 17.25	\$1,187.49					
2015	3	8/29	36.92	21.28	\$ 17.25	\$1,187.49					
2015	3	9/5	36.92	21.28	\$ 17.25	\$1,187.49					
2015	3	9/12	36.92	21.28	\$ 17.25	\$1,187.49					
2015	3	9/19	36.92	21.28	\$ 17.25	\$1,187.49					
2015	3	9/26	36.92	21.28	\$ 17.25	\$1,187.49					
2015	3	Total				\$15,437.37		\$15,437.37	-	-	\$15,437.37
2015	4	10/3	28.40	13.15	\$ 17.25	\$ 830.16					
2015	4	10/10	28.40	13.15	\$ 17.25	\$ 830.16					
2015	4	10/17	28.40	13.15	\$ 17.25	\$ 830.16					
2015	4	10/24	28.40	13.15	\$ 17.25	\$ 830.16					
2015	4	10/31	28.40	13.15	\$ 17.25	\$ 830.16					
2015	4	11/7	28.40	13.15	\$ 17.25	\$ 830.16					
2015	4	11/14	28.40	13.15	\$ 17.25	\$ 830.16					
2015	4	11/21	28.40	13.15	\$ 17.25	\$ 830.16					
2015	4	11/28	28.40	13.15	\$ 17.25	\$ 830.16					
2015	4	12/5	28.40	13.15	\$ 17.25	\$ 830.16					
2015	4	12/12	28.40	13.15	\$ 17.25	\$ 830.16					
2015	4	12/19	28.40	13.15	\$ 17.25	\$ 830.16					
2015	4	12/26	28.40	13.15	\$ 17.25	\$ 830.16					
2015	4	Total				\$10,792.03		\$10,792.03	-	-	\$10,792.03
							Totals	\$124,137.30	-	-	\$124,137.30
Daily Compound Interest											
Total Backpay, Expenses and Interest											
\$124,137.30											
Notes											
1/	Qtr ST Avgs based on 13 weeks; Qtr OT Avgs based on 13 weeks. Calcul begin Wk 4/6/13. No info on dates of wky pay periods.										
2/	Zero hours for 2016. No info from Er. J										
3/											
4/											
5/											

NLRB Backpay Calculation

1

		Case Name:		Lou's Transport							
		Case Number:		07-CA-102517				Backpay period:		Schedule C	
		Claimant:		Forsyth, Gary				3/27/13 - 3/4/16		Interest calculated to:	6/22/2016
Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Medical Expenses	Net Backpay & Expenses
2013	2	4/6	43.07	22.71	\$ 14.01	\$1,080.66					
2013	2	4/13	43.07	22.71	\$ 14.01	\$1,080.66					
2013	2	4/20	43.07	22.71	\$ 14.01	\$1,080.66					
2013	2	4/27	43.07	22.71	\$ 14.01	\$1,080.66					
2013	2	5/4	43.07	22.71	\$ 14.01	\$1,080.66					
2013	2	5/11	43.07	22.71	\$ 14.01	\$1,080.66					
2013	2	5/18	43.07	22.71	\$ 14.01	\$1,080.66					
2013	2	5/25	43.07	22.71	\$ 14.01	\$1,080.66					
2013	2	6/1	43.07	22.71	\$ 14.01	\$1,080.66					
2013	2	6/8	43.07	22.71	\$ 14.01	\$1,080.66					
2013	2	6/15	43.07	22.71	\$ 14.01	\$1,080.66					
2013	2	6/22	43.07	22.71	\$ 14.01	\$1,080.66					
2013	2	6/29	43.07	22.71	\$ 14.01	\$1,080.66					
2013	2	Total				\$ 14,048.60		\$ 14,048.60	-	-	\$ 14,048.60
2013	3	7/6	36.92	21.23	\$ 14.49	\$996.40					
2013	3	7/13	36.92	21.23	\$ 14.49	\$996.40					
2013	3	7/20	36.92	21.23	\$ 14.49	\$996.40					
2013	3	7/27	36.92	21.23	\$ 14.49	\$996.40					
2013	3	8/3	36.92	21.23	\$ 14.49	\$996.40					
2013	3	8/10	36.92	21.23	\$ 14.49	\$996.40					
2013	3	8/17	36.92	21.23	\$ 14.49	\$996.40					
2013	3	8/24	36.92	21.23	\$ 14.49	\$996.40					
2013	3	8/31	36.92	21.23	\$ 14.49	\$996.40					
2013	3	9/7	36.92	21.23	\$ 14.49	\$996.40					
2013	3	9/14	36.92	21.23	\$ 14.49	\$996.40					
2013	3	9/21	36.92	21.23	\$ 14.49	\$996.40					
2013	3	9/28	36.92	21.23	\$ 14.49	\$996.40					
2013	3	Total				\$ 12,953.26		\$ 12,953.26	-	-	\$ 12,953.26
2013	4	10/5	42.57	22.21	\$ 14.49	\$1,099.57					
2013	4	10/12	42.57	22.21	\$ 14.49	\$1,099.57					
2013	4	10/19	42.57	22.21	\$ 14.49	\$1,099.57					
2013	4	10/26	42.57	22.21	\$ 14.49	\$1,099.57					
2013	4	11/2	42.57	22.21	\$ 14.49	\$1,099.57					
2013	4	11/9	42.57	22.21	\$ 14.49	\$1,099.57					
2013	4	11/16	42.57	22.21	\$ 14.49	\$1,099.57					
2013	4	11/23	42.57	22.21	\$ 14.49	\$1,099.57					
2013	4	11/30	42.57	22.21	\$ 14.49	\$1,099.57					
2013	4	12/7	42.57	22.21	\$ 14.49	\$1,099.57					
2013	4	12/14	42.57	22.21	\$ 14.49	\$1,099.57					
2013	4	12/21	42.57	22.21	\$ 14.49	\$1,099.57					
2013	4	12/28	42.57	22.21	\$ 14.49	\$1,099.57					
2013	4	Total				\$14,294.46		\$14,294.46	-	-	\$14,294.46

NLRB Backpay Calculation

2

			Case Name: Lou's Transport								
			Case Number: 07-CA-102517					Backpay period:		Schedule C	
			Claimant: Forsyth, Gary					3/27/13 - 3/4/16		Interest calculated to:	6/22/2016
Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Medical Expenses	Net Backpay & Expenses
2014	1	1/4	29.42	5.03	\$ 17.25	\$637.65					
2014	1	1/11	29.42	5.03	\$ 17.25	\$637.65					
2014	1	1/18	29.42	5.03	\$ 17.25	\$637.65					
2014	1	1/25	29.42	5.03	\$ 17.25	\$637.65					
2014	1	2/1	29.42	5.03	\$ 17.25	\$637.65					
2014	1	2/8	29.42	5.03	\$ 17.25	\$637.65					
2014	1	2/15	29.42	5.03	\$ 17.25	\$637.65					
2014	1	2/22	29.42	5.03	\$ 17.25	\$637.65					
2014	1	3/1	29.42	5.03	\$ 17.25	\$637.65					
2014	1	3/8	29.42	5.03	\$ 17.25	\$637.65					
2014	1	3/15	29.42	5.03	\$ 17.25	\$637.65					
2014	1	3/22	29.42	5.03	\$ 17.25	\$637.65					
2014	1	3/29	29.42	5.03	\$ 17.25	\$637.65					
2014	1	Total				\$8,289.40		\$8,289.40	-	-	\$8,289.40
2014	2	4/5	40.80	19.26	\$ 17.25	\$1,202.15					
2014	2	4/12	40.80	19.26	\$ 17.25	\$1,202.15					
2014	2	4/19	40.80	19.26	\$ 17.25	\$1,202.15					
2014	2	4/26	40.80	19.26	\$ 17.25	\$1,202.15					
2014	2	5/3	40.80	19.26	\$ 17.25	\$1,202.15					
2014	2	5/10	40.80	19.26	\$ 17.25	\$1,202.15					
2014	2	5/17	40.80	19.26	\$ 17.25	\$1,202.15					
2014	2	5/24	40.80	19.26	\$ 17.25	\$1,202.15					
2014	2	5/31	40.80	19.26	\$ 17.25	\$1,202.15					
2014	2	6/7	40.80	19.26	\$ 17.25	\$1,202.15					
2014	2	6/14	40.80	19.26	\$ 17.25	\$1,202.15					
2014	2	6/21	40.80	19.26	\$ 17.25	\$1,202.15					
2014	2	6/28	40.80	19.26	\$ 17.25	\$1,202.15					
2014	2	Total				\$ 15,627.98		\$15,627.98	-	-	\$ 15,627.98
2014	3	7/5	36.92	24.84	\$ 17.25	\$ 1,279.61					
2014	3	7/12	36.92	24.84	\$ 17.25	\$ 1,279.61					
2014	3	7/19	36.92	24.84	\$ 17.25	\$ 1,279.61					
2014	3	7/26	36.92	24.84	\$ 17.25	\$ 1,279.61					
2014	3	8/2	36.92	24.84	\$ 17.25	\$ 1,279.61					
2014	3	8/9	36.92	24.84	\$ 17.25	\$ 1,279.61					
2014	3	8/16	36.92	24.84	\$ 17.25	\$ 1,279.61					
2014	3	8/23	36.92	24.84	\$ 17.25	\$ 1,279.61					
2014	3	8/30	36.92	24.84	\$ 17.25	\$ 1,279.61					
2014	3	9/6	36.92	24.84	\$ 17.25	\$ 1,279.61					
2014	3	9/13	36.92	24.84	\$ 17.25	\$ 1,279.61					
2014	3	9/20	36.92	24.84	\$ 17.25	\$ 1,279.61					
2014	3	9/27	36.92	24.84	\$ 17.25	\$ 1,279.61					
2014	3	Total				\$ 16,634.87		\$16,634.87	-	-	\$16,634.87
2014	4	10/4	42.46	21.11	\$ 17.25	\$1,278.66					

NLRB Backpay Calculation

3

		Case Name:		Lou's Transport							
		Case Number:		07-CA-102517				Backpay period:		Schedule C	
		Claimant:		Forsyth, Gary				3/27/13 - 3/4/16		Interest calculated to:	
										6/22/2016	
Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Medical Expenses	Net Backpay & Expenses
2014	4	10/11	42.46	21.11	\$ 17.25	\$1,278.66					
2014	4	10/18	42.46	21.11	\$ 17.25	\$1,278.66					
2014	4	10/25	42.46	21.11	\$ 17.25	\$1,278.66					
2014	4	11/1	42.46	21.11	\$ 17.25	\$1,278.66					
2014	4	11/8	42.46	21.11	\$ 17.25	\$1,278.66					
2014	4	11/15	42.46	21.11	\$ 17.25	\$1,278.66					
2014	4	11/22	42.46	21.11	\$ 17.25	\$1,278.66					
2014	4	11/29	42.46	21.11	\$ 17.25	\$1,278.66					
2014	4	12/6	42.46	21.11	\$ 17.25	\$1,278.66					
2014	4	12/13	42.46	21.11	\$ 17.25	\$1,278.66					
2014	4	12/20	42.46	21.11	\$ 17.25	\$1,278.66					
2014	4	12/27	42.46	21.11	\$ 17.25	\$1,278.66					
2014	4	Total				\$16,622.53		\$16,622.53	-	-	\$16,622.53
2015	1	1/3	34.13	12.44	\$ 17.25	\$910.63					
2015	1	1/10	34.13	12.44	\$ 17.25	\$910.63					
2015	1	1/17	34.13	12.44	\$ 17.25	\$910.63					
2015	1	1/24	34.13	12.44	\$ 17.25	\$910.63					
2015	1	1/31	34.13	12.44	\$ 17.25	\$910.63					
2015	1	2/7	34.13	12.44	\$ 17.25	\$910.63					
2015	1	2/14	34.13	12.44	\$ 17.25	\$910.63					
2015	1	2/21	34.13	12.44	\$ 17.25	\$910.63					
2015	1	2/28	34.13	12.44	\$ 17.25	\$910.63					
2015	1	3/7	34.13	12.44	\$ 17.25	\$910.63					
2015	1	3/14	34.13	12.44	\$ 17.25	\$910.63					
2015	1	3/21	34.13	12.44	\$ 17.25	\$910.63					
2015	1	3/28	34.13	12.44	\$ 17.25	\$910.63					
2015	1	Total				\$11,838.16		\$11,838.16	-	-	\$11,838.16
2015	2	4/4	34.46	0.00	\$ 17.25	\$594.44					
2015	2	4/11	34.46	0.00	\$ 17.25	\$594.44					
2015	2	4/18	34.46	0.00	\$ 17.25	\$594.44					
2015	2	4/25	34.46	0.00	\$ 17.25	\$594.44					
2015	2	5/2	34.46	0.00	\$ 17.25	\$594.44					
2015	2	5/9	34.46	0.00	\$ 17.25	\$594.44					
2015	2	5/16	34.46	0.00	\$ 17.25	\$594.44					
2015	2	5/23	34.46	0.00	\$ 17.25	\$594.44					
2015	2	5/30	34.46	0.00	\$ 17.25	\$594.44					
2015	2	6/6	34.46	0.00	\$ 17.25	\$594.44					
2015	2	6/13	34.46	0.00	\$ 17.25	\$594.44					
2015	2	6/20	34.46	0.00	\$ 17.25	\$594.44					
2015	2	6/27	34.46	0.00	\$ 17.25	\$594.44					
2015	2	Total				\$7,727.66		\$7,727.66	-	-	\$7,727.66
2015	3	7/4	33.84	17.55	\$ 17.25	\$1,037.85					
2015	3	7/11	33.84	17.55	\$ 17.25	\$1,037.85					

NLRB Backpay Calculation

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		Case Name:		Lou's Transport							
		Case Number:		07-CA-102517				Backpay period:		Schedule C	
		Claimant:		Forsyth, Gary				3/27/13 - 3/4/16		Interest calculated to:	6/22/2016
Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Medical Expenses	Net Backpay & Expenses
2015	3	7/18	33.84	17.55	\$ 17.25	\$1,037.85					
2015	3	7/25	33.84	17.55	\$ 17.25	\$1,037.85					
2015	3	8/1	33.84	17.55	\$ 17.25	\$1,037.85					
2015	3	8/8	33.84	17.55	\$ 17.25	\$1,037.85					
2015	3	8/15	33.84	17.55	\$ 17.25	\$1,037.85					
2015	3	8/22	33.84	17.55	\$ 17.25	\$1,037.85					
2015	3	8/29	33.84	17.55	\$ 17.25	\$1,037.85					
2015	3	9/5	33.84	17.55	\$ 17.25	\$1,037.85					
2015	3	9/12	33.84	17.55	\$ 17.25	\$1,037.85					
2015	3	9/19	33.84	17.55	\$ 17.25	\$1,037.85					
2015	3	9/26	33.84	17.55	\$ 17.25	\$1,037.85					
2015	3	Total				\$13,492.00		\$13,492.00	-	-	\$13,492.00
2015	4	10/3	42.51	17.80	\$ 17.25	\$ 1,193.87					
2015	4	10/10	42.51	17.80	\$ 17.25	\$ 1,193.87					
2015	4	10/17	42.51	17.80	\$ 17.25	\$ 1,193.87					
2015	4	10/24	42.51	17.80	\$ 17.25	\$ 1,193.87					
2015	4	10/31	42.51	17.80	\$ 17.25	\$ 1,193.87					
2015	4	11/7	42.51	17.80	\$ 17.25	\$ 1,193.87					
2015	4	11/14	42.51	17.80	\$ 17.25	\$ 1,193.87					
2015	4	11/21	42.51	17.80	\$ 17.25	\$ 1,193.87					
2015	4	11/28	42.51	17.80	\$ 17.25	\$ 1,193.87					
2015	4	12/5	42.51	17.80	\$ 17.25	\$ 1,193.87					
2015	4	12/12	42.51	17.80	\$ 17.25	\$ 1,193.87					
2015	4	12/19	42.51	17.80	\$ 17.25	\$ 1,193.87					
2015	4	12/26	42.51	17.80	\$ 17.25	\$ 1,193.87					
2015	4	Total				\$15,520.34		\$15,520.34	-	-	\$15,520.34
2016	1	1/2	26.25	1.85	\$ 17.25	\$500.68					
2016	1	1/9	26.25	1.85	\$ 17.25	\$500.68					
2016	1	1/16	26.25	1.85	\$ 17.25	\$500.68					
2016	1	1/23	26.25	1.85	\$ 17.25	\$500.68					
2016	1	1/30	26.25	1.85	\$ 17.25	\$500.68					
2016	1	2/6	26.25	1.85	\$ 17.25	\$500.68					
2016	1	2/13	26.25	1.85	\$ 17.25	\$500.68					
2016	1	2/20	26.25	1.85	\$ 17.25	\$500.68					
2016	1	2/27	26.25	1.85	\$ 17.25	\$500.68					
2016	1	3/5	26.25	1.85	\$ 17.25	\$500.68					
2016	1	3/12				\$0.00					
2016	1	3/19				\$0.00					
2016	1	3/26				\$0.00					
2016	1	Total				\$5,006.81		\$5,006.81	-	-	\$5,006.81
							Totals	\$152,056.07	-	-	\$152,056.07

NLRB Backpay Calculation

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		Case Name:		Lou's Transport									
		Case Number:		07-CA-102517						Backpay period:		Schedule C	
		Claimant:		Forsyth, Gary						3/27/13 - 3/4/16		Interest calculated to: 6/22/2016	
Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Medical Expenses	Net Backpay & Expenses		
								Daily Compound Interest					
Notes								Total Backpay, Expenses and Interest				\$152,056.07	
1/	Qtr ST Avgs based on 13 wks; Qtr OT Avgs based on 13 wks. Cal begin Wk 4/6/13. No info on dates of wkly pay periods.												
2/	2016- 1st qtr -ST hrs divided by #of weeks; OT hrs divided by #of weeks												
3/													
4/													
5/													
6/													
7/													

NLRB Backpay Calculation

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Schedule D												
Case Name:		Lou's Transport										
Case Number:		07-A-102517							Backpay period:			
Claimant:		Malinowski, Michael S.							3/27/13 -2/19/16		Interest calculated	6/22/2016
Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Medical Expenses	Net Backpay & Expenses	
2013	2	4/6	42.38	16.67	\$ 16.67	\$1,123.31	1					
2013	2	4/13	42.38	16.67	\$ 16.67	\$1,123.31						
2013	2	4/20	42.38	16.67	\$ 16.67	\$1,123.31						
2013	2	4/27	42.38	16.67	\$ 16.67	\$1,123.31						
2013	2	5/4	42.38	16.67	\$ 16.67	\$1,123.31						
2013	2	5/11	42.38	16.67	\$ 16.67	\$1,123.31						
2013	2	5/18	42.38	16.67	\$ 16.67	\$1,123.31						
2013	2	5/25	42.38	16.67	\$ 16.67	\$1,123.31						
2013	2	6/1	42.38	16.67	\$ 16.67	\$1,123.31						
2013	2	6/8	42.38	16.67	\$ 16.67	\$1,123.31						
2013	2	6/15	42.38	16.67	\$ 16.67	\$1,123.31						
2013	2	6/22	42.38	16.67	\$ 16.67	\$1,123.31						
2013	2	6/29	42.38	16.67	\$ 16.67	\$1,123.31						
2013	2	Total				\$ 14,603.00		\$14,603.00	-	-	\$ 14,603.00	
2013	3	7/6	36.46	21.98	\$ 15.91	\$1,104.63						
2013	3	7/13	36.46	21.98	\$ 15.91	\$1,104.63						
2013	3	7/20	36.46	21.98	\$ 15.91	\$1,104.63						
2013	3	7/27	36.46	21.98	\$ 15.91	\$1,104.63						
2013	3	8/3	36.46	21.98	\$ 15.91	\$1,104.63						
2013	3	8/10	36.46	21.98	\$ 15.91	\$1,104.63						
2013	3	8/17	36.46	21.98	\$ 15.91	\$1,104.63						
2013	3	8/24	36.46	21.98	\$ 15.91	\$1,104.63						
2013	3	8/31	36.46	21.98	\$ 15.91	\$1,104.63						
2013	3	9/7	36.46	21.98	\$ 15.91	\$1,104.63						
2013	3	9/14	36.46	21.98	\$ 15.91	\$1,104.63						
2013	3	9/21	36.46	21.98	\$ 15.91	\$1,104.63						
2013	3	9/28	36.46	21.98	\$ 15.91	\$1,104.63						
2013	3	Total				\$ 14,360.21		\$14,360.21	-	-	\$ 14,360.21	
2013	4	10/5	48.84	23.75	\$ 15.91	\$1,343.84						
2013	4	10/12	48.84	23.75	\$ 15.91	\$1,343.84						
2013	4	10/19	48.84	23.75	\$ 15.91	\$1,343.84						
2013	4	10/26	48.84	23.75	\$ 15.91	\$1,343.84						
2013	4	11/2	48.84	23.75	\$ 15.91	\$1,343.84						
2013	4	11/9	48.84	23.75	\$ 15.91	\$1,343.84						
2013	4	11/16	48.84	23.75	\$ 15.91	\$1,343.84						
2013	4	11/23	48.84	23.75	\$ 15.91	\$1,343.84						
2013	4	11/30	48.84	23.75	\$ 15.91	\$1,343.84						
2013	4	12/7	48.84	23.75	\$ 15.91	\$1,343.84						
2013	4	12/14	48.84	23.75	\$ 15.91	\$1,343.84						
2013	4	12/21	48.84	23.75	\$ 15.91	\$1,343.84						
2013	4	12/28	48.84	23.75	\$ 15.91	\$1,343.84						
2013	4	Total				\$17,469.90		\$17,469.90	-	-	\$17,469.90	

NLRB Backpay Calculation

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Schedule D											
Case Name:		Lou's Transport									
Case Number:		07-A-102517						Backpay period:		Interest calculated	
Claimant:		Malinowski, Michael S.						3/27/13 -2/19/16		6/22/2016	
Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Medical Expenses	Net Backpay & Expenses
2014	1	1/4	38.05	17.42	\$ 15.91	\$1,021.10					
2014	1	1/11	38.05	17.42	\$ 15.91	\$1,021.10					
2014	1	1/18	38.05	17.42	\$ 15.91	\$1,021.10					
2014	1	1/25	38.05	17.42	\$ 15.91	\$1,021.10					
2014	1	2/1	38.05	17.42	\$ 15.91	\$1,021.10					
2014	1	2/8	38.05	17.42	\$ 15.91	\$1,021.10					
2014	1	2/15	38.05	17.42	\$ 15.91	\$1,021.10					
2014	1	2/22	38.05	17.42	\$ 15.91	\$1,021.10					
2014	1	3/1	38.05	17.42	\$ 15.91	\$1,021.10					
2014	1	3/8	38.05	17.42	\$ 15.91	\$1,021.10					
2014	1	3/15	38.05	17.42	\$ 15.91	\$1,021.10					
2014	1	3/22	38.05	17.42	\$ 15.91	\$1,021.10					
2014	1	3/29	38.05	17.42	\$ 15.91	\$1,021.10					
2014	1	Total				\$13,274.35		\$13,274.35	-	-	\$13,274.35
2014	2	4/5	38.61	21.50	\$ 17.25	\$1,222.34	1				
2014	2	4/12	38.61	21.50	\$ 17.25	\$1,222.34					
2014	2	4/19	38.61	21.50	\$ 17.25	\$1,222.34					
2014	2	4/26	38.61	21.50	\$ 17.25	\$1,222.34					
2014	2	5/3	38.61	21.50	\$ 17.25	\$1,222.34					
2014	2	5/10	38.61	21.50	\$ 17.25	\$1,222.34					
2014	2	5/17	38.61	21.50	\$ 17.25	\$1,222.34					
2014	2	5/24	38.61	21.50	\$ 17.25	\$1,222.34					
2014	2	5/31	38.61	21.50	\$ 17.25	\$1,222.34					
2014	2	6/7	38.61	21.50	\$ 17.25	\$1,222.34					
2014	2	6/14	38.61	21.50	\$ 17.25	\$1,222.34					
2014	2	6/21	38.61	21.50	\$ 17.25	\$1,222.34					
2014	2	6/28	38.61	21.50	\$ 17.25	\$1,222.34					
2014	2	Total				\$ 15,890.36		\$15,890.36	-	-	\$ 15,890.36
2014	3	7/5	36.42	19.23	\$ 17.25	\$ 1,125.82					
2014	3	7/12	36.42	19.23	\$ 17.25	\$ 1,125.82					
2014	3	7/19	36.42	19.23	\$ 17.25	\$ 1,125.82					
2014	3	7/26	36.42	19.23	\$ 17.25	\$ 1,125.82					
2014	3	8/2	36.42	19.23	\$ 17.25	\$ 1,125.82					
2014	3	8/9	36.42	19.23	\$ 17.25	\$ 1,125.82					
2014	3	8/16	36.42	19.23	\$ 17.25	\$ 1,125.82					
2014	3	8/23	36.42	19.23	\$ 17.25	\$ 1,125.82					
2014	3	8/30	36.42	19.23	\$ 17.25	\$ 1,125.82					
2014	3	9/6	36.42	19.23	\$ 17.25	\$ 1,125.82					
2014	3	9/13	36.42	19.23	\$ 17.25	\$ 1,125.82					
2014	3	9/20	36.42	19.23	\$ 17.25	\$ 1,125.82					
2014	3	9/27	36.42	19.23	\$ 17.25	\$ 1,125.82					

NLRB Backpay Calculation

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Schedule D											
Case Name:				Lou's Transport							
Case Number:				07-A-102517				Backpay period:			
Claimant:				Malinowski, Michael S.				3/27/13 -2/19/16		Interest calculated	6/22/2016
Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Medical Expenses	Net Backpay & Expenses
	3	Total				\$ 14,635.68		\$14,635.68	-	-	\$14,635.68
2014	4	10/4	42.55	24.21	\$ 17.25	\$1,360.42					
2014	4	10/11	42.55	24.21	\$ 17.25	\$1,360.42					
2014	4	10/18	42.55	24.21	\$ 17.25	\$1,360.42					
2014	4	10/25	42.55	24.21	\$ 17.25	\$1,360.42					
2014	4	11/1	42.55	24.21	\$ 17.25	\$1,360.42					
2014	4	11/8	42.55	24.21	\$ 17.25	\$1,360.42					
2014	4	11/15	42.55	24.21	\$ 17.25	\$1,360.42					
2014	4	11/22	42.55	24.21	\$ 17.25	\$1,360.42					
2014	4	11/29	42.55	24.21	\$ 17.25	\$1,360.42					
2014	4	12/6	42.55	24.21	\$ 17.25	\$1,360.42					
2014	4	12/13	42.55	24.21	\$ 17.25	\$1,360.42					
2014	4	12/20	42.55	24.21	\$ 17.25	\$1,360.42					
2014	4	12/27	42.55	24.21	\$ 17.25	\$1,360.42					
2014	4	Total				\$17,685.48		\$17,685.48	-	-	\$17,685.48
2015	1	1/3	31.61	3.61	\$ 17.25	\$638.68					
2015	1	1/10	31.61	3.61	\$ 17.25	\$638.68					
2015	1	1/17	31.61	3.61	\$ 17.25	\$638.68					
2015	1	1/24	31.61	3.61	\$ 17.25	\$638.68					
2015	1	1/31	31.61	3.61	\$ 17.25	\$638.68					
2015	1	2/7	31.61	3.61	\$ 17.25	\$638.68					
2015	1	2/14	31.61	3.61	\$ 17.25	\$638.68					
2015	1	2/21	31.61	3.61	\$ 17.25	\$638.68					
2015	1	2/28	31.61	3.61	\$ 17.25	\$638.68					
2015	1	3/7	31.61	3.61	\$ 17.25	\$638.68					
2015	1	3/14	31.61	3.61	\$ 17.25	\$638.68					
2015	1	3/21	31.61	3.61	\$ 17.25	\$638.68					
2015	1	3/28	31.61	3.61	\$ 17.25	\$638.68					
2015	1	Total				\$8,302.86		\$8,302.86	-	-	\$8,302.86
2015	2	4/4	36.92	25.78	\$ 17.25	\$1,303.93					
2015	2	4/11	36.92	25.78	\$ 17.25	\$1,303.93					
2015	2	4/18	36.92	25.78	\$ 17.25	\$1,303.93					
2015	2	4/25	36.92	25.78	\$ 17.25	\$1,303.93					
2015	2	5/2	36.92	25.78	\$ 17.25	\$1,303.93					
2015	2	5/9	36.92	25.78	\$ 17.25	\$1,303.93					
2015	2	5/16	36.92	25.78	\$ 17.25	\$1,303.93					
2015	2	5/23	36.92	25.78	\$ 17.25	\$1,303.93					
2015	2	5/30	36.92	25.78	\$ 17.25	\$1,303.93					
2015	2	6/6	36.92	25.78	\$ 17.25	\$1,303.93					
2015	2	6/13	36.92	25.78	\$ 17.25	\$1,303.93					
2015	2	6/20	36.92	25.78	\$ 17.25	\$1,303.93					
2015	2	6/27	36.92	25.78	\$ 17.25	\$1,303.93					

NLRB Backpay Calculation

4

Schedule D											
Case Name:		Lou's Transport									
Case Number:		07-A-102517						Backpay period:		Interest calculated	6/22/2016
Claimant:		Malinowski, Michael S.						3/27/13 -2/19/16			
Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Medical Expenses	Net Backpay & Expenses
2015	2	Total				\$16,951.06		\$16,951.06	-	-	\$16,951.06
2015	3	7/4	36.92	18.50	\$ 17.25	\$1,115.56					
2015	3	7/11	36.92	18.50	\$ 17.25	\$1,115.56					
2015	3	7/18	36.92	18.50	\$ 17.25	\$1,115.56					
2015	3	7/25	36.92	18.50	\$ 17.25	\$1,115.56					
2015	3	8/1	36.92	18.50	\$ 17.25	\$1,115.56					
2015	3	8/8	36.92	18.50	\$ 17.25	\$1,115.56					
2015	3	8/15	36.92	18.50	\$ 17.25	\$1,115.56					
2015	3	8/22	36.92	18.50	\$ 17.25	\$1,115.56					
2015	3	8/29	36.92	18.50	\$ 17.25	\$1,115.56					
2015	3	9/5	36.92	18.50	\$ 17.25	\$1,115.56					
2015	3	9/12	36.92	18.50	\$ 17.25	\$1,115.56					
2015	3	9/19	36.92	18.50	\$ 17.25	\$1,115.56					
2015	3	9/26	36.92	18.50	\$ 17.25	\$1,115.56					
2015	3	Total				\$14,502.25		\$14,502.25	-	-	\$14,502.25
2015	4	10/3	41.17	15.90	\$ 17.25	\$1,121.60					
2015	4	10/10	41.17	15.90	\$ 17.25	\$1,121.60					
2015	4	10/17	41.17	15.90	\$ 17.25	\$1,121.60					
2015	4	10/24	41.17	15.90	\$ 17.25	\$1,121.60					
2015	4	10/31	41.17	15.90	\$ 17.25	\$1,121.60					
2015	4	11/7	41.17	15.90	\$ 17.25	\$1,121.60					
2015	4	11/14	41.17	15.90	\$ 17.25	\$1,121.60					
2015	4	11/21	41.17	15.90	\$ 17.25	\$1,121.60					
2015	4	11/28	41.17	15.90	\$ 17.25	\$1,121.60					
2015	4	12/5	41.17	15.90	\$ 17.25	\$1,121.60					
2015	4	12/12	41.17	15.90	\$ 17.25	\$1,121.60					
2015	4	12/19	41.17	15.90	\$ 17.25	\$1,121.60					
2015	4	12/26	41.17	15.90	\$ 17.25	\$1,121.60					
2015	4	Total				\$14,580.74		\$14,580.74	-	-	\$14,580.74
2016	1	1/2	34.56	7.62	\$ 17.25	\$793.33	2				
2016	1	1/9	34.56	7.62	\$ 17.25	\$793.33					
2016	1	1/16	34.56	7.62	\$ 17.25	\$793.33					
2016	1	1/23	34.56	7.62	\$ 17.25	\$793.33					
2016	1	1/30	34.56	7.62	\$ 17.25	\$793.33					
2016	1	2/6	34.56	7.62	\$ 17.25	\$793.33					
2016	1	2/13	34.56	7.62	\$ 17.25	\$793.33					
2016	1	2/20	34.56	7.62	\$ 17.25	\$793.33					
2016	1	2/27				\$0.00					
2016	1	3/5				\$0.00					
2016	1	3/12				\$0.00					
2016	1	3/19				\$0.00					

NLRB Backpay Calculation

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										Schedule D					
		Case Name: Lou's Transport													
		Case Number: 07-A-102517										Backpay period:			
		Claimant: Malinowski, Michael S.										3/27/13 - 2/19/16		Interest calculated	6/22/2016
Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Medical Expenses	Net Backpay & Expenses				
2016	1	3/26				\$0.00									
2016	1	Total				\$6,346.62		\$6,346.62	-	-	\$6,346.62				
							Totals	\$168,602.48	-	-	\$168,602.48				
								Daily Compound Interest							
								Total Backpay, Expenses and Interest				\$168,602.48			
Notes															
1/		2013 - ST Average based 13 weeks; OT Average based on 13 weeks. Calculation begin Week 4/6/13.													
2/		2016 - Based on information provided by Employer.													
3/		2016- 1st qtr -ST hrs divided by #of weeks; OT hrs divided by #of weeks													
4/															
5/															
6/															
7/															
8/															
9/															
10/															
11/															
12/															

NLRB Backpay Calculation

1

		Case Name: Lou's Transport										
		Case Number: 07-CA-102517							Backpay period:		Schedule E	
		Claimant: Nigh, David							3/27/13 - 3/4/16		Interest calculated to:	6/22/2016
Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Medical Expenses	Net Backpay & Expenses	
2013	2	4/6	36.73	9.00	\$ 14.49	\$727.83	1					
2013	2	4/13	36.73	9.00	\$ 14.49	\$727.83						
2013	2	4/20	36.73	9.00	\$ 14.49	\$727.83						
2013	2	4/27	36.73	9.00	\$ 14.49	\$727.83						
2013	2	5/4	36.73	9.00	\$ 14.49	\$727.83						
2013	2	5/11	36.73	9.00	\$ 14.49	\$727.83						
2013	2	5/18	36.73	9.00	\$ 14.49	\$727.83						
2013	2	5/25	36.73	9.00	\$ 14.49	\$727.83						
2013	2	6/1	36.73	9.00	\$ 14.49	\$727.83						
2013	2	6/8	36.73	9.00	\$ 14.49	\$727.83						
2013	2	6/15	36.73	9.00	\$ 14.49	\$727.83						
2013	2	6/22	36.73	9.00	\$ 14.49	\$727.83						
2013	2	6/29	36.73	9.00	\$ 14.49	\$727.83						
2013	2	Total				\$ 9,461.83		\$ 9,461.83	-	-	\$ 9,461.83	
2013	3	7/6	36.40	19.82	\$ 14.49	\$958.22						
2013	3	7/13	36.40	19.82	\$ 14.49	\$958.22						
2013	3	7/20	36.40	19.82	\$ 14.49	\$958.22						
2013	3	7/27	36.40	19.82	\$ 14.49	\$958.22						
2013	3	8/3	36.40	19.82	\$ 14.49	\$958.22						
2013	3	8/10	36.40	19.82	\$ 14.49	\$958.22						
2013	3	8/17	36.40	19.82	\$ 14.49	\$958.22						
2013	3	8/24	36.40	19.82	\$ 14.49	\$958.22						
2013	3	8/31	36.40	19.82	\$ 14.49	\$958.22						
2013	3	9/7	36.40	19.82	\$ 14.49	\$958.22						
2013	3	9/14	36.40	19.82	\$ 14.49	\$958.22						
2013	3	9/21	36.40	19.82	\$ 14.49	\$958.22						
2013	3	9/28	36.40	19.82	\$ 14.49	\$958.22						
2013	3	Total				\$ 12,456.91		\$ 12,456.91	-	-	\$ 12,456.91	
2013	4	10/5	47.82	21.63	\$ 14.49	\$1,163.04						
2013	4	10/12	47.82	21.63	\$ 14.49	\$1,163.04						
2013	4	10/19	47.82	21.63	\$ 14.49	\$1,163.04						
2013	4	10/26	47.82	21.63	\$ 14.49	\$1,163.04	2					
2013	4	11/2	47.82	21.63	\$15.20	\$1,220.03						
2013	4	11/9	47.82	21.63	\$15.20	\$1,220.03						
2013	4	11/16	47.82	21.63	\$15.20	\$1,220.03						
2013	4	11/23	47.82	21.63	\$15.20	\$1,220.03						
2013	4	11/30	47.82	21.63	\$15.20	\$1,220.03						
2013	4	12/7	47.82	21.63	\$15.20	\$1,220.03						
2013	4	12/14	47.82	21.63	\$15.20	\$1,220.03						
2013	4	12/21	47.82	21.63	\$15.20	\$1,220.03						
2013	4	12/28	47.82	21.63	\$15.20	\$1,220.03						
2013	4	Total				\$15,632.41		\$15,632.41	-	-	\$15,632.41	

NLRB Backpay Calculation

2

			Case Name: Lou's Transport									
			Case Number: 07-CA-102517						Backpay period:		Schedule E	
			Claimant: Nigh, David						3/27/13 - 3/4/16		Interest calculated to:	6/22/2016
Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Medical Expenses	Net Backpay & Expenses	
2014	1	1/4	27.38	2.26	\$ 15.20	\$467.70						
2014	1	1/11	27.38	2.26	\$ 15.20	\$467.70						
2014	1	1/18	27.38	2.26	\$ 15.20	\$467.70						
2014	1	1/25	27.38	2.26	\$ 15.20	\$467.70						
2014	1	2/1	27.38	2.26	\$ 15.20	\$467.70						
2014	1	2/8	27.38	2.26	\$ 15.20	\$467.70						
2014	1	2/15	27.38	2.26	\$ 15.20	\$467.70						
2014	1	2/22	27.38	2.26	\$ 15.20	\$467.70						
2014	1	3/1	27.38	2.26	\$ 15.20	\$467.70						
2014	1	3/8	27.38	2.26	\$ 15.20	\$467.70						
2014	1	3/15	27.38	2.26	\$ 15.20	\$467.70						
2014	1	3/22	27.38	2.26	\$ 15.20	\$467.70						
2014	1	3/29	27.38	2.26	\$ 15.20	\$467.70						
2014	1	Total				\$6,080.15		\$6,080.15	-	-	\$6,080.15	
2014	2	4/5	39.59	16.57	\$ 16.75	\$1,079.45	3					
2014	2	4/12	39.59	16.57	\$ 16.75	\$1,079.45						
2014	2	4/19	39.59	16.57	\$ 16.75	\$1,079.45						
2014	2	4/26	39.59	16.57	\$ 16.75	\$1,079.45						
2014	2	5/3	39.59	16.57	\$ 16.75	\$1,079.45						
2014	2	5/10	39.59	16.57	\$ 16.75	\$1,079.45						
2014	2	5/17	39.59	16.57	\$ 16.75	\$1,079.45						
2014	2	5/24	39.59	16.57	\$ 16.75	\$1,079.45						
2014	2	5/31	39.59	16.57	\$ 16.75	\$1,079.45						
2014	2	6/7	39.59	16.57	\$ 16.75	\$1,079.45						
2014	2	6/14	39.59	16.57	\$ 16.75	\$1,079.45						
2014	2	6/21	39.59	16.57	\$ 16.75	\$1,079.45						
2014	2	6/28	39.59	16.57	\$ 16.75	\$1,079.45						
2014	2	Total				\$ 14,032.90		\$14,032.90	-	-	\$ 14,032.90	
2014	3	7/5	36.92	20.71	\$ 16.75	\$ 1,138.75						
2014	3	7/12	36.92	20.71	\$ 16.75	\$ 1,138.75						
2014	3	7/19	36.92	20.71	\$ 16.75	\$ 1,138.75						
2014	3	7/26	36.92	20.71	\$ 16.75	\$ 1,138.75						
2014	3	8/2	36.92	20.71	\$ 16.75	\$ 1,138.75						
2014	3	8/9	36.92	20.71	\$ 16.75	\$ 1,138.75						
2014	3	8/16	36.92	20.71	\$ 16.75	\$ 1,138.75						
2014	3	8/23	36.92	20.71	\$ 16.75	\$ 1,138.75						
2014	3	8/30	36.92	20.71	\$ 16.75	\$ 1,138.75						
2014	3	9/6	36.92	20.71	\$ 16.75	\$ 1,138.75						
2014	3	9/13	36.92	20.71	\$ 16.75	\$ 1,138.75						
2014	3	9/20	36.92	20.71	\$ 16.75	\$ 1,138.75						
2014	3	9/27	36.92	20.71	\$ 16.75	\$ 1,138.75						
2014	3	Total				\$ 14,803.73		\$14,803.73	-	-	\$14,803.73	
2014	4	10/4	41.42	19.84	\$ 16.75	\$1,192.27						

NLRB Backpay Calculation

3

		Case Name:		Lou's Transport								
		Case Number:		07-CA-102517					Backpay period:		Schedule E	
		Claimant:		Nigh, David					3/27/13 - 3/4/16		Interest calculated to:	6/22/2016
Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Medical Expenses	Net Backpay & Expenses	
2014	4	10/11	41.42	19.84	\$ 16.75	\$1,192.27						
2014	4	10/18	41.42	19.84	\$ 17.25	\$1,227.86	4					
2014	4	10/25	41.42	19.84	\$ 17.25	\$1,227.86						
2014	4	11/1	41.42	19.84	\$ 17.25	\$1,227.86						
2014	4	11/8	41.42	19.84	\$ 17.25	\$1,227.86						
2014	4	11/15	41.42	19.84	\$ 17.25	\$1,227.86						
2014	4	11/22	41.42	19.84	\$ 17.25	\$1,227.86						
2014	4	11/29	41.42	19.84	\$ 17.25	\$1,227.86						
2014	4	12/6	41.42	19.84	\$ 17.25	\$1,227.86						
2014	4	12/13	41.42	19.84	\$ 17.25	\$1,227.86						
2014	4	12/20	41.42	19.84	\$ 17.25	\$1,227.86						
2014	4	12/27	41.42	19.84	\$ 17.25	\$1,227.86						
2014	4	Total				\$15,890.94		\$15,890.94	-	-	\$15,890.94	
2015	1	1/3	21.51	2.34	\$ 17.25	\$431.60	5					
2015	1	1/10	21.51	2.34	\$ 17.25	\$431.60						
2015	1	1/17	21.51	2.34	\$ 17.25	\$431.60						
2015	1	1/24	21.51	2.34	\$ 17.25	\$431.60						
2015	1	1/31	21.51	2.34	\$ 17.25	\$431.60						
2015	1	2/7	21.51	2.34	\$ 17.25	\$431.60						
2015	1	2/14	21.51	2.34	\$ 17.25	\$431.60						
2015	1	2/21	21.51	2.34	\$ 17.25	\$431.60						
2015	1	2/28	21.51	2.34	\$ 17.25	\$431.60						
2015	1	3/7	21.51	2.34	\$ 17.25	\$431.60						
2015	1	3/14	21.51	2.34	\$ 17.25	\$431.60						
2015	1	3/21	21.51	2.34	\$ 17.25	\$431.60						
2015	1	3/28	21.51	2.34	\$ 17.25	\$431.60						
2015	1	Total				\$5,610.74		\$5,610.74	-	-	\$5,610.74	
2015	2	4/4	42.00	19.11	\$ 17.25	\$1,218.97						
2015	2	4/11	42.00	19.11	\$ 17.25	\$1,218.97						
2015	2	4/18	42.00	19.11	\$ 17.25	\$1,218.97						
2015	2	4/25	42.00	19.11	\$ 17.25	\$1,218.97						
2015	2	5/2	42.00	19.11	\$ 17.25	\$1,218.97						
2015	2	5/9	42.00	19.11	\$ 17.25	\$1,218.97						
2015	2	5/16	42.00	19.11	\$ 17.25	\$1,218.97						
2015	2	5/23	42.00	19.11	\$ 17.25	\$1,218.97						
2015	2	5/30	42.00	19.11	\$ 17.25	\$1,218.97						
2015	2	6/6	42.00	19.11	\$ 17.25	\$1,218.97						
2015	2	6/13	42.00	19.11	\$ 17.25	\$1,218.97						
2015	2	6/20	42.00	19.11	\$ 17.25	\$1,218.97						
2015	2	6/27	42.00	19.11	\$ 17.25	\$1,218.97						
2015	2	Total				\$15,846.63		\$15,846.63	-	-	\$15,846.63	
2015	3	7/4	36.51	20.78	\$ 17.25	\$1,167.48						

NLRB Backpay Calculation

4

		Case Name:		Lou's Transport								
		Case Number:		07-CA-102517				Backpay period:		Schedule E		
		Claimant:		Nigh, David				3/27/13 - 3/4/16		Interest calculated to:	6/22/2016	
Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Medical Expenses	Net Backpay & Expenses	
2015	3	7/11	36.51	20.78	\$ 17.25	\$1,167.48						
2015	3	7/18	36.51	20.78	\$ 17.25	\$1,167.48						
2015	3	7/25	36.51	20.78	\$ 17.25	\$1,167.48						
2015	3	8/1	36.51	20.78	\$ 17.25	\$1,167.48						
2015	3	8/8	36.51	20.78	\$ 17.25	\$1,167.48						
2015	3	8/15	36.51	20.78	\$ 17.25	\$1,167.48						
2015	3	8/22	36.51	20.78	\$ 17.25	\$1,167.48						
2015	3	8/29	36.51	20.78	\$ 17.25	\$1,167.48						
2015	3	9/5	36.51	20.78	\$ 17.25	\$1,167.48						
2015	3	9/12	36.51	20.78	\$ 17.25	\$1,167.48						
2015	3	9/19	36.51	20.78	\$ 17.25	\$1,167.48						
2015	3	9/26	36.51	20.78	\$ 17.25	\$1,167.48						
2015	3	Total				\$15,177.24		\$15,177.24	-	-	\$15,177.24	
2015	4	10/3	24.61	13.65	\$ 17.25	\$ 777.72						
2015	4	10/10	24.61	13.65	\$ 17.25	\$ 777.72						
2015	4	10/17	24.61	13.65	\$ 17.25	\$ 777.72						
2015	4	10/24	24.61	13.65	\$ 17.25	\$ 777.72						
2015	4	10/31	24.61	13.65	\$ 17.25	\$ 777.72						
2015	4	11/7	24.61	13.65	\$ 17.25	\$ 777.72						
2015	4	11/14	24.61	13.65	\$ 17.25	\$ 777.72						
2015	4	11/21	24.61	13.65	\$ 17.25	\$ 777.72						
2015	4	11/28	24.61	13.65	\$ 17.25	\$ 777.72						
2015	4	12/5	24.61	13.65	\$ 17.25	\$ 777.72						
2015	4	12/12	24.61	13.65	\$ 17.25	\$ 777.72						
2015	4	12/19	24.61	13.65	\$ 17.25	\$ 777.72						
2015	4	12/26	24.61	13.65	\$ 17.25	\$ 777.72						
2015	4	Total				\$10,110.31		\$10,110.31	-	-	\$10,110.31	
2016	1	1/2	18.27	1.30	\$ 17.25	\$348.80	6					
2016	1	1/9	18.27	1.30	\$ 17.25	\$348.80						
2016	1	1/16	18.27	1.30	\$ 17.25	\$348.80						
2016	1	1/23	18.27	1.30	\$ 17.25	\$348.80						
2016	1	1/30	18.27	1.30	\$ 17.25	\$348.80						
2016	1	2/6	18.27	1.30	\$ 17.25	\$348.80						
2016	1	2/13	18.27	1.30	\$ 17.25	\$348.80						
2016	1	2/20	18.27	1.30	\$ 17.25	\$348.80						
2016	1	2/27	18.27	1.30	\$ 17.25	\$348.80						
2016	1	3/5	18.27	1.30	\$ 17.25	\$348.80						
2016	1	3/12				\$0.00						
2016	1	3/19				\$0.00						
2016	1	3/26				\$0.00						
2016	1	Total				\$3,487.95		\$3,487.95	-	-	\$3,487.95	

NLRB Backpay Calculation

5

		Case Name: Lou's Transport									
		Case Number: 07-CA-102517						Backpay period:		Schedule E	
		Claimant: Nigh, David						3/27/13 - 3/4/16		Interest calculated to:	6/22/2016
Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Medical Expenses	Net Backpay & Expenses
							Totals	\$138,591.73	-	-	\$138,591.73
								Daily Compound Interest		\$ 8,133.29	
								Total Backpay, Expenses and Interest		\$146,725.02	
Notes											
1/	Quarter ST Averages based on 52 weeks; Quarter OT Averages based on 52 weeks. Calculation begin Week 4/6/13. No info										
2/	2013 - St Avg hrs based on summary info provided by Employer.										
3/	April 2014 - Rate change from \$15.20 to \$16.75.										
4/	October 2014 - Rate from \$16.74 to \$17.25.										
5/	2015 - Based on information provided by Employer.										
6/	2016 -Based on Information provided by Employer up to 10 wks in 2016.										
7/	2016- 1st qtr -ST hrs divided by #of weeks; OT hrs div										

NLRB Backpay Calculation

1

		Case Name: Lou's Transport						Schedule F			
		Case Number: 07-CA-102517						Backpay period:			
		Claimant: Moore, Kevin						3/27/13 - 2/27/16		Interest calculated to:	6/22/2016
Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Medical Expenses	Net Backpay & Expenses
2013	2	4/6	39.53	18.05	\$ 15.00	\$999.08	1,2				
2013	2	4/13	39.53	18.05	\$ 15.00	\$999.08					
2013	2	4/20	39.53	18.05	\$ 15.00	\$999.08					
2013	2	4/27	39.53	18.05	\$ 15.00	\$999.08					
2013	2	5/4	39.53	18.05	\$ 15.00	\$999.08					
2013	2	5/11	39.53	18.05	\$ 15.00	\$999.08					
2013	2	5/18	39.53	18.05	\$ 15.00	\$999.08					
2013	2	5/25	39.53	18.05	\$ 15.00	\$999.08					
2013	2	6/1	39.53	18.05	\$ 15.00	\$999.08					
2013	2	6/8	39.53	18.05	\$ 15.00	\$999.08					
2013	2	6/15	39.53	18.05	\$ 15.00	\$999.08					
2013	2	6/22	39.53	18.05	\$ 15.00	\$999.08					
2013	2	6/29	39.53	18.05	\$ 15.00	\$999.08					
2013	2	Total				\$ 12,987.98		\$ 12,987.98	-	-	\$ 12,987.98
2013	3	7/6	36.92	23.15	\$ 15.00	\$1,074.68					
2013	3	7/13	36.92	23.15	\$ 15.00	\$1,074.68					
2013	3	7/20	36.92	23.15	\$ 15.00	\$1,074.68					
2013	3	7/27	36.92	23.15	\$ 15.00	\$1,074.68					
2013	3	8/3	36.92	23.15	\$ 15.00	\$1,074.68					
2013	3	8/10	36.92	23.15	\$ 15.00	\$1,074.68					
2013	3	8/17	36.92	23.15	\$ 15.00	\$1,074.68					
2013	3	8/24	36.92	23.15	\$ 15.00	\$1,074.68					
2013	3	8/31	36.92	23.15	\$ 15.00	\$1,074.68					
2013	3	9/7	36.92	23.15	\$ 15.00	\$1,074.68					
2013	3	9/14	36.92	23.15	\$ 15.00	\$1,074.68					
2013	3	9/21	36.92	23.15	\$ 15.00	\$1,074.68					
2013	3	9/28	36.92	23.15	\$ 15.00	\$1,074.68					
2013	3	Total				\$ 13,970.78		\$ 13,970.78	-	-	\$ 13,970.78
2013	4	10/5	36.25	15.00	\$ 15.00	\$881.25					
2013	4	10/12	36.25	15.00	\$ 15.00	\$881.25					
2013	4	10/19	36.25	15.00	\$ 15.00	\$881.25					
2013	4	10/26	36.25	15.00	\$ 15.00	\$881.25					
2013	4	11/2	36.25	15.00	\$ 15.00	\$881.25					
2013	4	11/9	36.25	15.00	\$ 15.00	\$881.25					
2013	4	11/16	36.25	15.00	\$ 15.00	\$881.25					
2013	4	11/23	36.25	15.00	\$ 15.00	\$881.25					
2013	4	11/30	36.25	15.00	\$ 15.00	\$881.25					
2013	4	12/7	36.25	15.00	\$ 15.00	\$881.25					
2013	4	12/14	36.25	15.00	\$ 15.00	\$881.25					
2013	4	12/21	36.25	15.00	\$ 15.00	\$881.25					
2013	4	12/28	36.25	15.00	\$ 15.00	\$881.25					
2013	4	Total				\$11,456.25		\$11,456.25	-	-	\$11,456.25

NLRB Backpay Calculation

2

			Case Name: Lou's Transport					Schedule F			
			Case Number: 07-CA-102517					Backpay period:			
			Claimant: Moore, Kevin					3/27/13 - 2/27/16		Interest calculated to:	6/22/2016
Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Medical Expenses	Net Backpay & Expenses
2014	1	1/4	0.00	0.00	\$ 15.91	\$0.00					
2014	1	1/11	0.00	0.00	\$ 15.91	\$0.00					
2014	1	1/18	0.00	0.00	\$ 15.91	\$0.00					
2014	1	1/25	0.00	0.00	\$ 15.91	\$0.00					
2014	1	2/1	0.00	0.00	\$ 15.91	\$0.00					
2014	1	2/8	0.00	0.00	\$ 15.91	\$0.00					
2014	1	2/15	0.00	0.00	\$ 15.91	\$0.00					
2014	1	2/22	0.00	0.00	\$ 15.91	\$0.00					
2014	1	3/1	0.00	0.00	\$ 15.91	\$0.00					
2014	1	3/8	0.00	0.00	\$ 15.91	\$0.00					
2014	1	3/15	0.00	0.00	\$ 15.91	\$0.00					
2014	1	3/22	0.00	0.00	\$ 15.91	\$0.00					
2014	1	3/29	0.00	0.00	\$ 15.91	\$0.00					
2014	1	Total				\$0.00		\$0.00	-	-	\$0.00
2014	2	4/5	30.76	16.07	\$ 17.25	\$946.42	1,2				
2014	2	4/12	30.76	16.07	\$ 17.25	\$946.42					
2014	2	4/19	30.76	16.07	\$ 17.25	\$946.42					
2014	2	4/26	30.76	16.07	\$ 17.25	\$946.42					
2014	2	5/3	30.76	16.07	\$ 17.25	\$946.42					
2014	2	5/10	30.76	16.07	\$ 17.25	\$946.42					
2014	2	5/17	30.76	16.07	\$ 17.25	\$946.42					
2014	2	5/24	30.76	16.07	\$ 17.25	\$946.42					
2014	2	5/31	30.76	16.07	\$ 17.25	\$946.42					
2014	2	6/7	30.76	16.07	\$ 17.25	\$946.42					
2014	2	6/14	30.76	16.07	\$ 17.25	\$946.42					
2014	2	6/21	30.76	16.07	\$ 17.25	\$946.42					
2014	2	6/28	30.76	16.07	\$ 17.25	\$946.42					
2014	2	Total				\$ 12,303.48		\$12,303.48	-	-	\$ 12,303.48
2014	3	7/5	36.92	20.28	\$ 17.25	\$ 1,161.62					
2014	3	7/12	36.92	20.28	\$ 17.25	\$ 1,161.62					
2014	3	7/19	36.92	20.28	\$ 17.25	\$ 1,161.62					
2014	3	7/26	36.92	20.28	\$ 17.25	\$ 1,161.62					
2014	3	8/2	36.92	20.28	\$ 17.25	\$ 1,161.62					
2014	3	8/9	36.92	20.28	\$ 17.25	\$ 1,161.62					
2014	3	8/16	36.92	20.28	\$ 17.25	\$ 1,161.62					
2014	3	8/23	36.92	20.28	\$ 17.25	\$ 1,161.62					
2014	3	8/30	36.92	20.28	\$ 17.25	\$ 1,161.62					
2014	3	9/6	36.92	20.28	\$ 17.25	\$ 1,161.62					
2014	3	9/13	36.92	20.28	\$ 17.25	\$ 1,161.62					
2014	3	9/20	36.92	20.28	\$ 17.25	\$ 1,161.62					
2014	3	9/27	36.92	20.28	\$ 17.25	\$ 1,161.62					
2014	3	Total				\$ 15,101.00		\$15,101.00	-	-	\$15,101.00

NLRB Backpay Calculation

3

		Case Name:			Lou's Transport					Schedule F			
		Case Number:			07-CA-102517				Backpay period:				
		Claimant:			Moore, Kevin				3/27/13 - 2/27/16		Interest calculated to:	6/22/2016	
Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay		Quarter Interim Earnings		Net Backpay	Interim Expenses	Medical Expenses	Net Backpay & Expenses
2014	4	10/4	39.19	18.92	\$ 17.25	\$1,165.58							
2014	4	10/11	39.19	18.92	\$ 17.25	\$1,165.58							
2014	4	10/18	39.19	18.92	\$ 17.25	\$1,165.58							
2014	4	10/25	39.19	18.92	\$ 17.25	\$1,165.58							
2014	4	11/1	39.19	18.92	\$ 17.25	\$1,165.58							
2014	4	11/8	39.19	18.92	\$ 17.25	\$1,165.58							
2014	4	11/15	39.19	18.92	\$ 17.25	\$1,165.58							
2014	4	11/22	39.19	18.92	\$ 17.25	\$1,165.58							
2014	4	11/29	39.19	18.92	\$ 17.25	\$1,165.58							
2014	4	12/6	39.19	18.92	\$ 17.25	\$1,165.58							
2014	4	12/13	39.19	18.92	\$ 17.25	\$1,165.58							
2014	4	12/20	39.19	18.92	\$ 17.25	\$1,165.58							
2014	4	12/27	39.19	18.92	\$ 17.25	\$1,165.58							
2014	4	Total				\$15,152.57				\$15,152.57	-	-	\$15,152.57
2015	1	1/3	14.00	0.21	\$ 17.25	\$246.93	1,2						
2015	1	1/10	14.00	0.21	\$ 17.25	\$246.93							
2015	1	1/17	14.00	0.21	\$ 17.25	\$246.93							
2015	1	1/24	14.00	0.21	\$ 17.25	\$246.93							
2015	1	1/31	14.00	0.21	\$ 17.25	\$246.93							
2015	1	2/7	14.00	0.21	\$ 17.25	\$246.93							
2015	1	2/14	14.00	0.21	\$ 17.25	\$246.93							
2015	1	2/21	14.00	0.21	\$ 17.25	\$246.93							
2015	1	2/28	14.00	0.21	\$ 17.25	\$246.93							
2015	1	3/7	14.00	0.21	\$ 17.25	\$246.93							
2015	1	3/14	14.00	0.21	\$ 17.25	\$246.93							
2015	1	3/21	14.00	0.21	\$ 17.25	\$246.93							
2015	1	3/28	14.00	0.21	\$ 17.25	\$246.93							
2015	1	Total				\$3,210.14				\$3,210.14	-	-	\$3,210.14
2015	2	4/4	35.46	14.86	\$ 17.25	\$996.19							
2015	2	4/11	35.46	14.86	\$ 17.25	\$996.19							
2015	2	4/18	35.46	14.86	\$ 17.25	\$996.19							
2015	2	4/25	35.46	14.86	\$ 17.25	\$996.19							
2015	2	5/2	35.46	14.86	\$ 17.25	\$996.19							
2015	2	5/9	35.46	14.86	\$ 17.25	\$996.19							
2015	2	5/16	35.46	14.86	\$ 17.25	\$996.19							
2015	2	5/23	35.46	14.86	\$ 17.25	\$996.19							
2015	2	5/30	35.46	14.86	\$ 17.25	\$996.19							
2015	2	6/6	35.46	14.86	\$ 17.25	\$996.19							
2015	2	6/13	35.46	14.86	\$ 17.25	\$996.19							
2015	2	6/20	35.46	14.86	\$ 17.25	\$996.19							
2015	2	6/27	35.46	14.86	\$ 17.25	\$996.19							
2015	2	Total				\$12,950.44				\$12,950.44	-	-	\$12,950.44

NLRB Backpay Calculation

		Case Name: Lou's Transport						Schedule F				
		Case Number: 07-CA-102517						Backpay period:				
		Claimant: Moore, Kevin						3/27/13 - 2/27/16		Interest calculated to:	6/22/2016	
Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Medical Expenses	Net Backpay & Expenses	
2015	3	7/4	36.92	19.07	\$ 17.25	\$1,130.31						
2015	3	7/11	36.92	19.07	\$ 17.25	\$1,130.31						
2015	3	7/18	36.92	19.07	\$ 17.25	\$1,130.31						
2015	3	7/25	36.92	19.07	\$ 17.25	\$1,130.31						
2015	3	8/1	36.92	19.07	\$ 17.25	\$1,130.31						
2015	3	8/8	36.92	19.07	\$ 17.25	\$1,130.31						
2015	3	8/15	36.92	19.07	\$ 17.25	\$1,130.31						
2015	3	8/22	36.92	19.07	\$ 17.25	\$1,130.31						
2015	3	8/29	36.92	19.07	\$ 17.25	\$1,130.31						
2015	3	9/5	36.92	19.07	\$ 17.25	\$1,130.31						
2015	3	9/12	36.92	19.07	\$ 17.25	\$1,130.31						
2015	3	9/19	36.92	19.07	\$ 17.25	\$1,130.31						
2015	3	9/26	36.92	19.07	\$ 17.25	\$1,130.31						
2015	3	Total				\$14,693.98		\$14,693.98	-	-	\$14,693.98	
2015	4	10/3	39.03	14.98	\$ 17.25	\$ 1,060.88						
2015	4	10/10	39.03	14.98	\$ 17.25	\$ 1,060.88						
2015	4	10/17	39.03	14.98	\$ 17.25	\$ 1,060.88						
2015	4	10/24	39.03	14.98	\$ 17.25	\$ 1,060.88						
2015	4	10/31	39.03	14.98	\$ 17.25	\$ 1,060.88						
2015	4	11/7	39.03	14.98	\$ 17.25	\$ 1,060.88						
2015	4	11/14	39.03	14.98	\$ 17.25	\$ 1,060.88						
2015	4	11/21	39.03	14.98	\$ 17.25	\$ 1,060.88						
2015	4	11/28	39.03	14.98	\$ 17.25	\$ 1,060.88						
2015	4	12/5	39.03	14.98	\$ 17.25	\$ 1,060.88						
2015	4	12/12	39.03	14.98	\$ 17.25	\$ 1,060.88						
2015	4	12/19	39.03	14.98	\$ 17.25	\$ 1,060.88						
2015	4	12/26	39.03	14.98	\$ 17.25	\$ 1,060.88						
2015	4	Total				\$13,791.38		\$13,791.38	-	-	\$13,791.38	
							Totals	\$125,617.98	-	-	\$125,617.98	
								Daily Compound Interest				
								Total Backpay, Expenses and Interest				
Notes								\$125,617.98				
1/	2013 - ST Average based on 13 wks; OT Average based 13 wks. Calculation begin Week 4/6/13.											
2/	2016 - 16 hours of vacation only, no earnings											
3/												
4/												
5/												
6/												

NLRB Backpay Calculation

1

			Case Name: Lou's Transport									
			Case Number: 07-CA-102517					Backpay period:		Schedule G		
			Claimant: Roby, Steven					3/27/13 - 3/4/16		Interest calculated to: 6/22/2016		
Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Medical Expenses	Net Backpay & Expenses	
2013	2	4/6	27.23	9.20	\$ 12.50	\$512.88						
2013	2	4/13	27.23	9.20	\$ 12.50	\$512.88						
2013	2	4/20	27.23	9.20	\$ 12.50	\$512.88						
2013	2	4/27	27.23	9.20	\$ 12.50	\$512.88						
2013	2	5/4	27.23	9.20	\$ 12.50	\$512.88						
2013	2	5/11	27.23	9.20	\$ 12.50	\$512.88						
2013	2	5/18	27.23	9.20	\$ 12.50	\$512.88						
2013	2	5/25	27.23	9.20	\$ 12.50	\$512.88						
2013	2	6/1	27.23	9.20	\$ 12.50	\$512.88						
2013	2	6/8	27.23	9.20	\$ 12.50	\$512.88						
2013	2	6/15	27.23	9.20	\$ 12.50	\$512.88						
2013	2	6/22	27.23	9.20	\$ 12.50	\$512.88						
2013	2	6/29	27.23	9.20	\$ 12.50	\$512.88						
2013	2	Total				\$ 6,667.38		\$ 6,667.38	-	-	\$ 6,667.38	
2013	3	7/6	34.75	9.80	\$ 12.50	\$618.13						
2013	3	7/13	34.75	9.80	\$ 13.00	\$642.85						
2013	3	7/20	34.75	9.80	\$ 13.00	\$642.85						
2013	3	7/27	34.75	9.80	\$ 13.00	\$642.85						
2013	3	8/3	34.75	9.80	\$ 13.00	\$642.85						
2013	3	8/10	34.75	9.80	\$ 13.00	\$642.85						
2013	3	8/17	34.75	9.80	\$ 13.00	\$642.85						
2013	3	8/24	34.75	9.80	\$ 13.00	\$642.85						
2013	3	8/31	34.75	9.80	\$ 13.00	\$642.85						
2013	3	9/7	34.75	9.80	\$ 13.00	\$642.85						
2013	3	9/14	34.75	9.80	\$ 13.00	\$642.85						
2013	3	9/21	34.75	9.80	\$ 13.00	\$642.85						
2013	3	9/28	34.75	9.80	\$ 13.00	\$642.85						
2013	3	Total				\$ 8,332.33		\$ 8,332.33	-	-	\$ 8,332.33	
2013	4	10/5	28.90	11.42	\$ 13.00	\$598.39						
2013	4	10/12	28.90	11.42	\$ 13.00	\$598.39						
2013	4	10/19	28.90	11.42	\$ 13.00	\$598.39						
2013	4	10/26	28.90	11.42	\$ 13.00	\$598.39						
2013	4	11/2	28.90	11.42	\$ 13.00	\$598.39						
2013	4	11/9	28.90	11.42	\$ 13.00	\$598.39						
2013	4	11/16	28.90	11.42	\$ 13.00	\$598.39						
2013	4	11/23	28.90	11.42	\$ 13.00	\$598.39						
2013	4	11/30	28.90	11.42	\$ 13.00	\$598.39						
2013	4	12/7	28.90	11.42	\$ 13.00	\$598.39						
2013	4	12/14	28.90	11.42	\$ 13.00	\$598.39						
2013	4	12/21	28.90	11.42	\$ 13.00	\$598.39						
2013	4	12/28	28.90	11.42	\$ 13.00	\$598.39						
2013	4	Total				\$7,779.07		\$7,779.07	-	-	\$7,779.07	

NLRB Backpay Calculation

2

			Case Name:			Lou's Transport					
			Case-Number:			07-CA-102517			Backpay period:		Schedule G
			Claimant:			Roby, Steven			3/27/13 - 3/4/16		Interest calculated to: 6/22/2016
Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Medical Expenses	Net Backpay & Expenses
2014	1	1/4	0.00	0.00	\$ 15.25	\$0.00					
2014	1	1/11	0.00	0.00	\$ 15.25	\$0.00					
2014	1	1/18	0.00	0.00	\$ 15.25	\$0.00					
2014	1	1/25	0.00	0.00	\$ 15.25	\$0.00					
2014	1	2/1	0.00	0.00	\$ 15.25	\$0.00					
2014	1	2/8	0.00	0.00	\$ 15.25	\$0.00					
2014	1	2/15	0.00	0.00	\$ 15.25	\$0.00					
2014	1	2/22	0.00	0.00	\$ 15.25	\$0.00					
2014	1	3/1	0.00	0.00	\$ 15.25	\$0.00					
2014	1	3/8	0.00	0.00	\$ 15.25	\$0.00					
2014	1	3/15	0.00	0.00	\$ 15.25	\$0.00					
2014	1	3/22	0.00	0.00	\$ 15.25	\$0.00					
2014	1	3/29	0.00	0.00	\$ 15.25	\$0.00					
2014	1	Total				\$0.00		\$0.00	-	-	\$0.00
2014	2	4/5	21.86	5.96	\$ 15.25	\$469.70					
2014	2	4/12	21.86	5.96	\$ 15.25	\$469.70					
2014	2	4/19	21.86	5.96	\$ 15.25	\$469.70					
2014	2	4/26	21.86	5.96	\$ 15.25	\$469.70					
2014	2	5/3	21.86	5.96	\$ 15.25	\$469.70					
2014	2	5/10	21.86	5.96	\$ 15.25	\$469.70					
2014	2	5/17	21.86	5.96	\$ 15.25	\$469.70					
2014	2	5/24	21.86	5.96	\$ 15.25	\$469.70					
2014	2	5/31	21.86	5.96	\$ 15.25	\$469.70					
2014	2	6/7	21.86	5.96	\$ 15.25	\$469.70					
2014	2	6/14	21.86	5.96	\$ 15.25	\$469.70					
2014	2	6/21	21.86	5.96	\$ 15.25	\$469.70					
2014	2	6/28	21.86	5.96	\$ 15.25	\$469.70					
2014	2	Total				\$ 6,106.10		\$6,106.10	-	-	\$ 6,106.10
2014	3	7/5	32.00	12.00	\$ 15.75	\$ 787.50					
2014	3	7/12	32.00	12.00	\$ 15.75	\$ 787.50					
2014	3	7/19	32.00	12.00	\$ 15.75	\$ 787.50					
2014	3	7/26	32.00	12.00	\$ 15.75	\$ 787.50					
2014	3	8/2	32.00	12.00	\$ 15.75	\$ 787.50					
2014	3	8/9	32.00	12.00	\$ 15.75	\$ 787.50					
2014	3	8/16	32.00	12.00	\$ 15.75	\$ 787.50					
2014	3	8/23	32.00	12.00	\$ 15.75	\$ 787.50					
2014	3	8/30	32.00	12.00	\$ 15.75	\$ 787.50					
2014	3	9/6	32.00	12.00	\$ 15.75	\$ 787.50					
2014	3	9/13	32.00	12.00	\$ 15.75	\$ 787.50					
2014	3	9/20	32.00	12.00	\$ 15.75	\$ 787.50					
2014	3	9/27	32.00	12.00	\$ 15.75	\$ 787.50					
2014	3	Total				\$ 10,237.50		\$10,237.50	-	-	\$10,237.50
2014	4	10/4	30.94	10.63	\$ 15.75	\$738.44					

NLRB Backpay Calculation

3

		Case Name:		Lou's Transport							
		Case Number:		07-CA-102517				Backpay period:		Schedule G	
		Claimant:		Roby, Steven				3/27/13 - 3/4/16		Interest calculated to:	6/22/2016
Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Medical Expenses	Net Backpay & Expenses
2014	4	10/11	30.94	10.63	\$ 15.75	\$738.44					
2014	4	10/18	30.94	10.63	\$ 15.75	\$738.44					
2014	4	10/25	30.94	10.63	\$ 15.75	\$738.44					
2014	4	11/1	30.94	10.63	\$ 15.75	\$738.44					
2014	4	11/8	30.94	10.63	\$ 15.75	\$738.44					
2014	4	11/15	30.94	10.63	\$ 15.75	\$738.44					
2014	4	11/22	30.94	10.63	\$ 15.75	\$738.44					
2014	4	11/29	30.94	10.63	\$ 15.75	\$738.44					
2014	4	12/6	30.94	10.63	\$ 15.75	\$738.44					
2014	4	12/13	30.94	10.63	\$ 15.75	\$738.44					
2014	4	12/20	30.94	10.63	\$ 15.75	\$738.44					
2014	4	12/27	30.94	10.63	\$ 15.75	\$738.44					
2014	4	Total				\$9,599.70		\$9,599.70	-	-	\$9,599.70
2015	1	1/3	27.48	7.59	\$ 15.75	\$612.12					
2015	1	1/10	27.48	7.59	\$ 15.75	\$612.12					
2015	1	1/17	27.48	7.59	\$ 15.75	\$612.12					
2015	1	1/24	27.48	7.59	\$ 15.75	\$612.12					
2015	1	1/31	27.48	7.59	\$ 15.75	\$612.12					
2015	1	2/7	27.48	7.59	\$ 15.75	\$612.12					
2015	1	2/14	27.48	7.59	\$ 15.75	\$612.12					
2015	1	2/21	27.48	7.59	\$ 15.75	\$612.12					
2015	1	2/28	27.48	7.59	\$ 15.75	\$612.12					
2015	1	3/7	27.48	7.59	\$ 15.75	\$612.12					
2015	1	3/14	27.48	7.59	\$ 15.75	\$612.12					
2015	1	3/21	27.48	7.59	\$ 15.75	\$612.12					
2015	1	3/28	27.48	7.59	\$ 15.75	\$612.12					
2015	1	Total				\$7,957.61		\$7,957.61	-	-	\$7,957.61
2015	2	4/4	25.51	7.71	\$ 15.75	\$583.93					
2015	2	4/11	25.51	7.71	\$ 15.75	\$583.93					
2015	2	4/18	25.51	7.71	\$ 15.75	\$583.93					
2015	2	4/25	25.51	7.71	\$ 15.75	\$583.93					
2015	2	5/2	25.51	7.71	\$ 15.75	\$583.93					
2015	2	5/9	25.51	7.71	\$ 15.75	\$583.93					
2015	2	5/16	25.51	7.71	\$ 15.75	\$583.93					
2015	2	5/23	25.51	7.71	\$ 15.75	\$583.93					
2015	2	5/30	25.51	7.71	\$ 15.75	\$583.93					
2015	2	6/6	25.51	7.71	\$ 15.75	\$583.93					
2015	2	6/13	25.51	7.71	\$ 15.75	\$583.93					
2015	2	6/20	25.51	7.71	\$ 15.75	\$583.93					
2015	2	6/27	25.51	7.71	\$ 15.75	\$583.93					
2015	2	Total				\$7,591.11		\$7,591.11	-	-	\$7,591.11
2015	3	7/4	0.00	0.00	\$ 15.75	\$0.00					

NLRB Backpay Calculation

4

			Case Name:		Lou's Transport							
			Case Number:		07-CA-102517				Backpay period:		Schedule G	
			Claimant:		Roby, Steven				3/27/13 - 3/4/16		Interest calculated to:	6/22/2016
Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Medical Expenses	Net Backpay & Expenses	
2015	3	7/11	0.00	0.00	\$ 15.75	\$0.00						
2015	3	7/18	0.00	0.00	\$ 15.75	\$0.00						
2015	3	7/25	0.00	0.00	\$ 15.75	\$0.00						
2015	3	8/1	0.00	0.00	\$ 16.25	\$0.00						
2015	3	8/8	0.00	0.00	\$ 16.25	\$0.00						
2015	3	8/15	0.00	0.00	\$ 16.25	\$0.00						
2015	3	8/22	0.00	0.00	\$ 16.25	\$0.00						
2015	3	8/29	0.00	0.00	\$ 16.25	\$0.00						
2015	3	9/5	0.00	0.00	\$ 16.25	\$0.00						
2015	3	9/12	0.00	0.00	\$ 16.25	\$0.00						
2015	3	9/19	0.00	0.00	\$ 16.25	\$0.00						
2015	3	9/26	0.00	0.00	\$ 16.25	\$0.00						
2015	3	Total				\$0.00		\$0.00	-	-		\$0.00
2015	4	10/3	29.03	9.25	\$ 16.25	\$ 697.21						
2015	4	10/10	29.03	9.25	\$ 16.25	\$ 697.21						
2015	4	10/17	29.03	9.25	\$ 16.25	\$ 697.21						
2015	4	10/24	29.03	9.25	\$ 16.25	\$ 697.21						
2015	4	10/31	29.03	9.25	\$ 16.25	\$ 697.21						
2015	4	11/7	29.03	9.25	\$ 16.25	\$ 697.21						
2015	4	11/14	29.03	9.25	\$ 16.25	\$ 697.21						
2015	4	11/21	29.03	9.25	\$ 16.25	\$ 697.21						
2015	4	11/28	29.03	9.25	\$ 16.25	\$ 697.21						
2015	4	12/5	29.03	9.25	\$ 16.25	\$ 697.21						
2015	4	12/12	29.03	9.25	\$ 16.25	\$ 697.21						
2015	4	12/19	29.03	9.25	\$ 16.25	\$ 697.21						
2015	4	12/26	29.03	9.25	\$ 16.25	\$ 697.21						
2015	4	Total				\$9,063.68		\$9,063.68	-	-		\$9,063.68
2016	1	1/2	27.45	2.15	\$ 16.25	\$498.47						
2016	1	1/9	27.45	2.15	\$ 16.25	\$498.47						
2016	1	1/16	27.45	2.15	\$ 16.25	\$498.47						
2016	1	1/23	27.45	2.15	\$ 16.25	\$498.47						
2016	1	1/30	27.45	2.15	\$ 16.25	\$498.47						
2016	1	2/6	27.45	2.15	\$ 16.25	\$498.47						
2016	1	2/13	27.45	2.15	\$ 16.25	\$498.47						
2016	1	2/20	27.45	2.15	\$ 16.25	\$498.47						
2016	1	2/27	27.45	2.15	\$ 16.25	\$498.47						
2016	1	3/5	27.45	2.15	\$ 16.25	\$498.47						
2016	1	3/12				\$0.00						
2016	1	3/19				\$0.00						
2016	1	3/26				\$0.00						
2016	1	Total				\$4,984.69		\$4,984.69	-	-		\$4,984.69

NLRB Backpay Calculation

5

		Case Name: Lou's Transport									
		Case Number: 07-CA-102517						Backpay period:		Schedule G	
		Claimant: Roby, Steven						3/27/13 - 3/4/16		Interest calculated to: 6/22/2016	
Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Medical Expenses	Net Backpay & Expenses
							Totals	\$78,319.16	-	-	\$78,319.16
								Daily Compound Interest			
								Total Backpay, Expenses and Interest			
Notes	\$78,319.16										
1/	Qtr ST Avgs based on 13 wks; Qtr OT Avgs based on 13 wks. Cal begin Wk 4/6/13. No info on dates of wkly pay periods.										
2/	2013 - St Avg hrs based on summary info provided by Employer.										
3/	April 2014 - Rate change from \$15.20 to \$16.75. No payroll info for 1st Qtr. No earnings in 1st Qtr.										
4/	October 2014 - Rate from \$16.74 to \$17.25.										
5/	2015 - Based on information provided by Employer. No earning for 2015 3rd Qtr										
6/	2016 - Based on info provided by Employer up to 10 wks in 2016. 1st qtr -ST hrs divided by 10 weeks. OT hrs divided by 10 weeks										
7/											

NLRB Backpay Calculation

1

			Case Name:		Lou's Transport							
			Case Number:		07-CA-102517				Backpay period:		Schedule H	
			Claimant:		Sheffield, Steven, Jr.				3/27/13 - 3/4/16		Interest calculated to:	6/22/2016
Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Medical Expenses	Net Backpay & Expenses	
2013	2	4/6	42.67	19.23	\$ 15.91	\$1,137.80						
2013	2	4/13	42.67	19.23	\$ 15.91	\$1,137.80						
2013	2	4/20	42.67	19.23	\$ 15.91	\$1,137.80						
2013	2	4/27	42.67	19.23	\$ 15.91	\$1,137.80						
2013	2	5/4	42.67	19.23	\$ 15.91	\$1,137.80						
2013	2	5/11	42.67	19.23	\$ 15.91	\$1,137.80						
2013	2	5/18	42.67	19.23	\$ 15.91	\$1,137.80						
2013	2	5/25	42.67	19.23	\$ 15.91	\$1,137.80						
2013	2	6/1	42.67	19.23	\$ 15.91	\$1,137.80						
2013	2	6/8	42.67	19.23	\$ 15.91	\$1,137.80						
2013	2	6/15	42.67	19.23	\$ 15.91	\$1,137.80						
2013	2	6/22	42.67	19.23	\$ 15.91	\$1,137.80						
2013	2	6/29	42.67	19.23	\$ 15.91	\$1,137.80						
2013	2	Total				\$ 14,791.45		\$ 14,791.45	-	-	\$ 14,791.45	
2013	3	7/6	36.92	18.46	\$ 15.91	\$1,027.95						
2013	3	7/13	36.92	18.46	\$ 15.91	\$1,027.95						
2013	3	7/20	36.92	18.46	\$ 15.91	\$1,027.95						
2013	3	7/27	36.92	18.46	\$ 15.91	\$1,027.95						
2013	3	8/3	36.92	18.46	\$ 15.91	\$1,027.95						
2013	3	8/10	36.92	18.46	\$ 15.91	\$1,027.95						
2013	3	8/17	36.92	18.46	\$ 15.91	\$1,027.95						
2013	3	8/24	36.92	18.46	\$ 15.91	\$1,027.95						
2013	3	8/31	36.92	18.46	\$ 15.91	\$1,027.95						
2013	3	9/7	36.92	18.46	\$ 15.91	\$1,027.95						
2013	3	9/14	36.92	18.46	\$ 15.91	\$1,027.95						
2013	3	9/21	36.92	18.46	\$ 15.91	\$1,027.95						
2013	3	9/28	36.92	18.46	\$ 15.91	\$1,027.95						
2013	3	Total				\$ 13,363.29		\$ 13,363.29	-	-	\$ 13,363.29	
2013	4	10/5	48.38	23.21	\$ 15.91	\$1,323.63						
2013	4	10/12	48.38	23.21	\$ 15.91	\$1,323.63						
2013	4	10/19	48.38	23.21	\$ 15.91	\$1,323.63						
2013	4	10/26	48.38	23.21	\$ 15.91	\$1,323.63						
2013	4	11/2	48.38	23.21	\$ 15.91	\$1,323.63						
2013	4	11/9	48.38	23.21	\$ 15.91	\$1,323.63						
2013	4	11/16	48.38	23.21	\$ 15.91	\$1,323.63						
2013	4	11/23	48.38	23.21	\$ 15.91	\$1,323.63						
2013	4	11/30	48.38	23.21	\$ 15.91	\$1,323.63						
2013	4	12/7	48.38	23.21	\$ 15.91	\$1,323.63						
2013	4	12/14	48.38	23.21	\$ 15.91	\$1,323.63						
2013	4	12/21	48.38	23.21	\$ 15.91	\$1,323.63						
2013	4	12/28	48.38	23.21	\$ 15.91	\$1,323.63						
2013	4	Total				\$17,207.22		\$17,207.22	-	-	\$17,207.22	

NLRB Backpay Calculation

2

			Case Name: Lou's Transport									
			Case Number: 07-CA-102517					Backpay period:		Schedule H		
			Claimant: Sheffield, Steven, Jr.					3/27/13 - 3/4/16		Interest calculated to:	6/22/2016	
Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Medical Expenses	Net Backpay & Expenses	
2014	1	1/4	36.32	4.01	\$ 17.25	\$730.28						
2014	1	1/11	36.32	4.01	\$ 17.25	\$730.28						
2014	1	1/18	36.32	4.01	\$ 17.25	\$730.28						
2014	1	1/25	36.32	4.01	\$ 17.25	\$730.28						
2014	1	2/1	36.32	4.01	\$ 17.25	\$730.28						
2014	1	2/8	36.32	4.01	\$ 17.25	\$730.28						
2014	1	2/15	36.32	4.01	\$ 17.25	\$730.28						
2014	1	2/22	36.32	4.01	\$ 17.25	\$730.28						
2014	1	3/1	36.32	4.01	\$ 17.25	\$730.28						
2014	1	3/8	36.32	4.01	\$ 17.25	\$730.28						
2014	1	3/15	36.32	4.01	\$ 17.25	\$730.28						
2014	1	3/22	36.32	4.01	\$ 17.25	\$730.28						
2014	1	3/29	36.32	4.01	\$ 17.25	\$730.28						
2014	1	Total				\$9,493.62		\$9,493.62	-	-	\$9,493.62	
2014	2	4/5	42.59	21.36	\$ 17.25	\$1,287.37						
2014	2	4/12	42.59	21.36	\$ 17.25	\$1,287.37						
2014	2	4/19	42.59	21.36	\$ 17.25	\$1,287.37						
2014	2	4/26	42.59	21.36	\$ 17.25	\$1,287.37						
2014	2	5/3	42.59	21.36	\$ 17.25	\$1,287.37						
2014	2	5/10	42.59	21.36	\$ 17.25	\$1,287.37						
2014	2	5/17	42.59	21.36	\$ 17.25	\$1,287.37						
2014	2	5/24	42.59	21.36	\$ 17.25	\$1,287.37						
2014	2	5/31	42.59	21.36	\$ 17.25	\$1,287.37						
2014	2	6/7	42.59	21.36	\$ 17.25	\$1,287.37						
2014	2	6/14	42.59	21.36	\$ 17.25	\$1,287.37						
2014	2	6/21	42.59	21.36	\$ 17.25	\$1,287.37						
2014	2	6/28	42.59	21.36	\$ 17.25	\$1,287.37						
2014	2	Total				\$ 16,735.78		\$16,735.78	-	-	\$ 16,735.78	
2014	3	7/5	36.92	24.96	\$ 17.25	\$ 1,282.71						
2014	3	7/12	36.92	24.96	\$ 17.25	\$ 1,282.71						
2014	3	7/19	36.92	24.96	\$ 17.25	\$ 1,282.71						
2014	3	7/26	36.92	24.96	\$ 17.25	\$ 1,282.71						
2014	3	8/2	36.92	24.96	\$ 17.25	\$ 1,282.71						
2014	3	8/9	36.92	24.96	\$ 17.25	\$ 1,282.71						
2014	3	8/16	36.92	24.96	\$ 17.25	\$ 1,282.71						
2014	3	8/23	36.92	24.96	\$ 17.25	\$ 1,282.71						
2014	3	8/30	36.92	24.96	\$ 17.25	\$ 1,282.71						
2014	3	9/6	36.92	24.96	\$ 17.25	\$ 1,282.71						
2014	3	9/13	36.92	24.96	\$ 17.25	\$ 1,282.71						
2014	3	9/20	36.92	24.96	\$ 17.25	\$ 1,282.71						
2014	3	9/27	36.92	24.96	\$ 17.25	\$ 1,282.71						
2014	3	Total				\$ 16,675.23		\$16,675.23	-	-	\$16,675.23	
2014	4	10/4	38.13	26.48	\$ 17.25	\$1,342.91						

NLRB Backpay Calculation

3

		Case Name: Lou's Transport										
		Case Number: 07-CA-102517						Backpay period:		Schedule H		
		Claimant: Sheffield, Steven, Jr.						3/27/13 - 3/4/16		Interest calculated to: 6/22/2016		
Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Medical Expenses	Net Backpay & Expenses	
2014	4	10/11	38.13	26.48	\$ 17.25	\$1,342.91						
2014	4	10/18	38.13	26.48	\$ 17.25	\$1,342.91						
2014	4	10/25	38.13	26.48	\$ 17.25	\$1,342.91						
2014	4	11/1	38.13	26.48	\$ 17.25	\$1,342.91						
2014	4	11/8	38.13	26.48	\$ 17.25	\$1,342.91						
2014	4	11/15	38.13	26.48	\$ 17.25	\$1,342.91						
2014	4	11/22	38.13	26.48	\$ 17.25	\$1,342.91						
2014	4	11/29	38.13	26.48	\$ 17.25	\$1,342.91						
2014	4	12/6	38.13	26.48	\$ 17.25	\$1,342.91						
2014	4	12/13	38.13	26.48	\$ 17.25	\$1,342.91						
2014	4	12/20	38.13	26.48	\$ 17.25	\$1,342.91						
2014	4	12/27	38.13	26.48	\$ 17.25	\$1,342.91						
2014	4	Total				\$17,457.86		\$17,457.86	-	-	\$17,457.86	
2015	1	1/3	29.65	2.70	\$ 17.25	\$581.33						
2015	1	1/10	29.65	2.70	\$ 17.25	\$581.33						
2015	1	1/17	29.65	2.70	\$ 17.25	\$581.33						
2015	1	1/24	29.65	2.70	\$ 17.25	\$581.33						
2015	1	1/31	29.65	2.70	\$ 17.25	\$581.33						
2015	1	2/7	29.65	2.70	\$ 17.25	\$581.33						
2015	1	2/14	29.65	2.70	\$ 17.25	\$581.33						
2015	1	2/21	29.65	2.70	\$ 17.25	\$581.33						
2015	1	2/28	29.65	2.70	\$ 17.25	\$581.33						
2015	1	3/7	29.65	2.70	\$ 17.25	\$581.33						
2015	1	3/14	29.65	2.70	\$ 17.25	\$581.33						
2015	1	3/21	29.65	2.70	\$ 17.25	\$581.33						
2015	1	3/28	29.65	2.70	\$ 17.25	\$581.33						
2015	1	Total				\$7,557.23		\$7,557.23	-	-	\$7,557.23	
2015	2	4/4	43.07	25.69	\$ 17.25	\$1,407.69						
2015	2	4/11	43.07	25.69	\$ 17.25	\$1,407.69						
2015	2	4/18	43.07	25.69	\$ 17.25	\$1,407.69						
2015	2	4/25	43.07	25.69	\$ 17.25	\$1,407.69						
2015	2	5/2	43.07	25.69	\$ 17.25	\$1,407.69						
2015	2	5/9	43.07	25.69	\$ 17.25	\$1,407.69						
2015	2	5/16	43.07	25.69	\$ 17.25	\$1,407.69						
2015	2	5/23	43.07	25.69	\$ 17.25	\$1,407.69						
2015	2	5/30	43.07	25.69	\$ 17.25	\$1,407.69						
2015	2	6/6	43.07	25.69	\$ 17.25	\$1,407.69						
2015	2	6/13	43.07	25.69	\$ 17.25	\$1,407.69						
2015	2	6/20	43.07	25.69	\$ 17.25	\$1,407.69						
2015	2	6/27	43.07	25.69	\$ 17.25	\$1,407.69						
2015	2	Total				\$18,299.92		\$18,299.92	-	-	\$18,299.92	
2015	3	7/4	36.92	21.69	\$ 17.25	\$1,198.10						

NLRB Backpay Calculation

4

		Case Name:		Lou's Transport								
		Case Number:		07-CA-102517				Backpay period:		Schedule H		
		Claimant:		Sheffield, Steven, Jr.				3/27/13 - 3/4/16		Interest calculated to:	6/22/2016	
Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Medical Expenses	Net Backpay & Expenses	
2015	3	7/11	36.92	21.69	\$ 17.25	\$1,198.10						
2015	3	7/18	36.92	21.69	\$ 17.25	\$1,198.10						
2015	3	7/25	36.92	21.69	\$ 17.25	\$1,198.10						
2015	3	8/1	36.92	21.69	\$ 17.25	\$1,198.10						
2015	3	8/8	36.92	21.69	\$ 17.25	\$1,198.10						
2015	3	8/15	36.92	21.69	\$ 17.25	\$1,198.10						
2015	3	8/22	36.92	21.69	\$ 17.25	\$1,198.10						
2015	3	8/29	36.92	21.69	\$ 17.25	\$1,198.10						
2015	3	9/5	36.92	21.69	\$ 17.25	\$1,198.10						
2015	3	9/12	36.92	21.69	\$ 17.25	\$1,198.10						
2015	3	9/19	36.92	21.69	\$ 17.25	\$1,198.10						
2015	3	9/26	36.92	21.69	\$ 17.25	\$1,198.10						
2015	3	Total				\$15,575.28		\$15,575.28	-	-	\$15,575.28	
2015	4	10/3	42.57	19.25	\$ 17.25	\$ 1,232.43						
2015	4	10/10	42.57	19.25	\$ 17.25	\$ 1,232.43						
2015	4	10/17	42.57	19.25	\$ 17.25	\$ 1,232.43						
2015	4	10/24	42.57	19.25	\$ 17.25	\$ 1,232.43						
2015	4	10/31	42.57	19.25	\$ 17.25	\$ 1,232.43						
2015	4	11/7	42.57	19.25	\$ 17.25	\$ 1,232.43						
2015	4	11/14	42.57	19.25	\$ 17.25	\$ 1,232.43						
2015	4	11/21	42.57	19.25	\$ 17.25	\$ 1,232.43						
2015	4	11/28	42.57	19.25	\$ 17.25	\$ 1,232.43						
2015	4	12/5	42.57	19.25	\$ 17.25	\$ 1,232.43						
2015	4	12/12	42.57	19.25	\$ 17.25	\$ 1,232.43						
2015	4	12/19	42.57	19.25	\$ 17.25	\$ 1,232.43						
2015	4	12/26	42.57	19.25	\$ 17.25	\$ 1,232.43						
2015	4	Total				\$16,021.54		\$16,021.54	-	-	\$16,021.54	
2016	1	1/2	22.70	3.08	\$ 17.25	\$471.27						
2016	1	1/9	22.70	3.08	\$ 17.25	\$471.27						
2016	1	1/16	22.70	3.08	\$ 17.25	\$471.27						
2016	1	1/23	22.70	3.08	\$ 17.25	\$471.27						
2016	1	1/30	22.70	3.08	\$ 17.25	\$471.27						
2016	1	2/6	22.70	3.08	\$ 17.25	\$471.27						
2016	1	2/13	22.70	3.08	\$ 17.25	\$471.27						
2016	1	2/20	22.70	3.08	\$ 17.25	\$471.27						
2016	1	2/27	22.70	3.08	\$ 17.25	\$471.27						
2016	1	3/5	22.70	3.08	\$ 17.25	\$471.27						
2016	1	3/12				\$0.00						
2016	1	3/19				\$0.00						
2016	1	3/26				\$0.00						
2016	1	Total				\$4,712.70		\$4,712.70	-	-	\$4,712.70	

NLRB Backpay Calculation

5

		Case Name:		Lou's Transport									
		Case Number:		07-CA-102517				Backpay period:		Schedule H			
		Claimant:		Sheffield, Steven, Jr.				3/27/13 - 3/4/16		Interest calculated to:		6/22/2016	
Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Medical Expenses	Net Backpay & Expenses		
							Totals	\$167,891.12	-	-	\$167,891.12		
								Daily Compound Interest					
								Total Backpay, Expenses and Interest				\$167,891.12	
Notes													
1/	Qtrs ST Avgs based on 13 wks; Qtr OT Avgs based on 13 wks. Cal begin Wk 4/6/13.												
2/	2016- 1st qtr -ST hrs divided by 10 weeks; OT hrs divided by 10 weeks												
3/													
4/													
5/													
6/													
7/													

NLRB Backpay Calculation

1

		Case Name:		Lou's Transport							
		Case Number:		07-A-102517				Backpay period:		Schedule 1	
		Claimant:		Smith, Ronnie				3/27/13 -3/4/16		interest calculated	6/22/2016
Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Medical Expenses	Net Backpay & Expenses
2013	2	4/6	38.44	20.38	\$ 14.01	\$966.83	1				
2013	2	4/13	38.44	20.38	\$ 14.01	\$966.83					
2013	2	4/20	38.44	20.38	\$ 14.01	\$966.83					
2013	2	4/27	38.44	20.38	\$ 14.49	\$999.95					
2013	2	5/4	38.44	20.38	\$ 14.49	\$999.95					
2013	2	5/11	38.44	20.38	\$ 14.49	\$999.95					
2013	2	5/18	38.44	20.38	\$ 14.49	\$999.95					
2013	2	5/25	38.44	20.38	\$ 14.49	\$999.95					
2013	2	6/1	38.44	20.38	\$ 14.49	\$999.95					
2013	2	6/8	38.44	20.38	\$ 14.49	\$999.95					
2013	2	6/15	38.44	20.38	\$ 14.49	\$999.95					
2013	2	6/22	38.44	20.38	\$ 14.49	\$999.95					
2013	2	6/29	38.44	20.38	\$ 14.49	\$999.95					
2013	2	Total				\$ 12,900.04		\$12,900.04	-	-	\$ 12,900.04
2013	3	7/6	36.92	24.57	\$ 14.49	\$1,069.00					
2013	3	7/13	36.92	24.57	\$ 14.49	\$1,069.00					
2013	3	7/20	36.92	24.57	\$ 14.49	\$1,069.00					
2013	3	7/27	36.92	24.57	\$ 14.49	\$1,069.00					
2013	3	8/3	36.92	24.57	\$ 14.49	\$1,069.00					
2013	3	8/10	36.92	24.57	\$ 14.49	\$1,069.00					
2013	3	8/17	36.92	24.57	\$ 14.49	\$1,069.00					
2013	3	8/24	36.92	24.57	\$ 14.49	\$1,069.00					
2013	3	8/31	36.92	24.57	\$ 14.49	\$1,069.00					
2013	3	9/7	36.92	24.57	\$ 14.49	\$1,069.00					
2013	3	9/14	36.92	24.57	\$ 14.49	\$1,069.00					
2013	3	9/21	36.92	24.57	\$ 14.49	\$1,069.00					
2013	3	9/28	36.92	24.57	\$ 14.49	\$1,069.00					
2013	3	Total				\$ 13,897.00		\$13,897.00	-	-	\$ 13,897.00
2013	4	10/5	43.07	24.80	\$ 14.49	\$1,163.11					
2013	4	10/12	43.07	24.80	\$ 14.49	\$1,163.11					
2013	4	10/19	43.07	24.80	\$ 14.49	\$1,163.11					
2013	4	10/26	43.07	24.80	\$ 14.49	\$1,163.11					
2013	4	11/2	43.07	24.80	\$ 14.49	\$1,163.11					
2013	4	11/9	43.07	24.80	\$ 14.49	\$1,163.11					
2013	4	11/16	43.07	24.80	\$ 14.49	\$1,163.11					
2013	4	11/23	43.07	24.80	\$ 14.49	\$1,163.11					
2013	4	11/30	43.07	24.80	\$ 14.49	\$1,163.11					
2013	4	12/7	43.07	24.80	\$ 14.49	\$1,163.11					
2013	4	12/14	43.07	24.80	\$ 14.49	\$1,163.11					
2013	4	12/21	43.07	24.80	\$ 14.49	\$1,163.11					
2013	4	12/28	43.07	24.80	\$ 14.49	\$1,163.11					
2013	4	Total				\$15,120.46		\$15,120.46	-	-	\$15,120.46

NLRB Backpay Calculation

2

		Case Name: Lou's Transport										
		Case Number: 07-A-102517						Backpay period:		Schedule I		
		Claimant: Smith, Ronnie						3/27/13 -3/4/16		Interest calculated	6/22/2016	
Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Medical Expenses	Net Backpay & Expenses	
2014	1	1/4	34.36	6.07	\$ 17.25	\$749.77						
2014	1	1/11	34.36	6.07	\$ 17.25	\$749.77						
2014	1	1/18	34.36	6.07	\$ 17.25	\$749.77						
2014	1	1/25	34.36	6.07	\$ 17.25	\$749.77						
2014	1	2/1	34.36	6.07	\$ 17.25	\$749.77						
2014	1	2/8	34.36	6.07	\$ 17.25	\$749.77						
2014	1	2/15	34.36	6.07	\$ 17.25	\$749.77						
2014	1	2/22	34.36	6.07	\$ 17.25	\$749.77						
2014	1	3/1	34.36	6.07	\$ 17.25	\$749.77						
2014	1	3/8	34.36	6.07	\$ 17.25	\$749.77						
2014	1	3/15	34.36	6.07	\$ 17.25	\$749.77						
2014	1	3/22	34.36	6.07	\$ 17.25	\$749.77						
2014	1	3/29	34.36	6.07	\$ 17.25	\$749.77						
2014	1	Total				\$9,747.03		\$9,747.03	-	-	\$9,747.03	
2014	2	4/5	41.4	19.03	\$ 17.25	\$1,206.55						
2014	2	4/12	41.4	19.03	\$ 17.25	\$1,206.55						
2014	2	4/19	41.4	19.03	\$ 17.25	\$1,206.55						
2014	2	4/26	41.4	19.03	\$ 17.25	\$1,206.55						
2014	2	5/3	41.4	19.03	\$ 17.25	\$1,206.55						
2014	2	5/10	41.4	19.03	\$ 17.25	\$1,206.55						
2014	2	5/17	41.4	19.03	\$ 17.25	\$1,206.55						
2014	2	5/24	41.4	19.03	\$ 17.25	\$1,206.55						
2014	2	5/31	41.4	19.03	\$ 17.25	\$1,206.55						
2014	2	6/7	41.4	19.03	\$ 17.25	\$1,206.55						
2014	2	6/14	41.4	19.03	\$ 17.25	\$1,206.55						
2014	2	6/21	41.4	19.03	\$ 17.25	\$1,206.55						
2014	2	6/28	41.4	19.03	\$ 17.25	\$1,206.55						
2014	2	Total				\$ 15,685.17		\$15,685.17	-	-	\$ 15,685.17	
2014	3	7/5	36.92	24.10	\$ 17.25	\$ 1,260.46						
2014	3	7/12	36.92	24.10	\$ 17.25	\$ 1,260.46						
2014	3	7/19	36.92	24.10	\$ 17.25	\$ 1,260.46						
2014	3	7/26	36.92	24.10	\$ 17.25	\$ 1,260.46						
2014	3	8/2	36.92	24.10	\$ 17.25	\$ 1,260.46						
2014	3	8/9	36.92	24.10	\$ 17.25	\$ 1,260.46						
2014	3	8/16	36.92	24.10	\$ 17.25	\$ 1,260.46						
2014	3	8/23	36.92	24.10	\$ 17.25	\$ 1,260.46						
2014	3	8/30	36.92	24.10	\$ 17.25	\$ 1,260.46						
2014	3	9/6	36.92	24.10	\$ 17.25	\$ 1,260.46						
2014	3	9/13	36.92	24.10	\$ 17.25	\$ 1,260.46						
2014	3	9/20	36.92	24.10	\$ 17.25	\$ 1,260.46						
2014	3	9/27	36.92	24.10	\$ 17.25	\$ 1,260.46						

NLRB Backpay Calculation

3

		Case Name: Lou's Transport										
		Case Number: 07-A-102517						Backpay period:		Schedule I interest calculated		
		Claimant: Smith, Ronnie						3/27/13 -3/4/16		6/22/2016		
Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Medical Expenses	Net Backpay & Expenses	
	3	Total				\$ 16,385.95		\$16,385.95	-	-	\$16,385.95	
2014	4	10/4	41.55	20.03	\$ 17.25	\$1,235.01						
2014	4	10/11	41.55	20.03	\$ 17.25	\$1,235.01						
2014	4	10/18	41.55	20.03	\$ 17.25	\$1,235.01						
2014	4	10/25	41.55	20.03	\$ 17.25	\$1,235.01						
2014	4	11/1	41.55	20.03	\$ 17.25	\$1,235.01						
2014	4	11/8	41.55	20.03	\$ 17.25	\$1,235.01						
2014	4	11/15	41.55	20.03	\$ 17.25	\$1,235.01						
2014	4	11/22	41.55	20.03	\$ 17.25	\$1,235.01						
2014	4	11/29	41.55	20.03	\$ 17.25	\$1,235.01						
2014	4	12/6	41.55	20.03	\$ 17.25	\$1,235.01						
2014	4	12/13	41.55	20.03	\$ 17.25	\$1,235.01						
2014	4	12/20	41.55	20.03	\$ 17.25	\$1,235.01						
2014	4	12/27	41.55	20.03	\$ 17.25	\$1,235.01						
2014	4	Total				\$16,055.18		\$16,055.18	-	-	\$16,055.18	
2015	1	1/3	31.92	3.71	\$ 17.25	\$646.62						
2015	1	1/10	31.92	3.71	\$ 17.25	\$646.62						
2015	1	1/17	31.92	3.71	\$ 17.25	\$646.62						
2015	1	1/24	31.92	3.71	\$ 17.25	\$646.62						
2015	1	1/31	31.92	3.71	\$ 17.25	\$646.62						
2015	1	2/7	31.92	3.71	\$ 17.25	\$646.62						
2015	1	2/14	31.92	3.71	\$ 17.25	\$646.62						
2015	1	2/21	31.92	3.71	\$ 17.25	\$646.62						
2015	1	2/28	31.92	3.71	\$ 17.25	\$646.62						
2015	1	3/7	31.92	3.71	\$ 17.25	\$646.62						
2015	1	3/14	31.92	3.71	\$ 17.25	\$646.62						
2015	1	3/21	31.92	3.71	\$ 17.25	\$646.62						
2015	1	3/28	31.92	3.71	\$ 17.25	\$646.62						
2015	1	Total				\$8,406.01		\$8,406.01	-	-	\$8,406.01	
2015	2	4/4	40.14	18.53	\$ 17.25	\$1,171.88						
2015	2	4/11	40.14	18.53	\$ 17.25	\$1,171.88						
2015	2	4/18	40.14	18.53	\$ 17.25	\$1,171.88						
2015	2	4/25	40.14	18.53	\$ 17.25	\$1,171.88						
2015	2	5/2	40.14	18.53	\$ 17.25	\$1,171.88						
2015	2	5/9	40.14	18.53	\$ 17.25	\$1,171.88						
2015	2	5/16	40.14	18.53	\$ 17.25	\$1,171.88						
2015	2	5/23	40.14	18.53	\$ 17.25	\$1,171.88						
2015	2	5/30	40.14	18.53	\$ 17.25	\$1,171.88						
2015	2	6/6	40.14	18.53	\$ 17.25	\$1,171.88						
2015	2	6/13	40.14	18.53	\$ 17.25	\$1,171.88						
2015	2	6/20	40.14	18.53	\$ 17.25	\$1,171.88						

NLRB Backpay Calculation

4

		Case Name: Lou's Transport										
		Case Number: 07-A-102517						Backpay period:		Schedule I		
		Claimant: Smith, Ronnie						3/27/13 -3/4/16		Interest calculated	6/22/2016	
Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Medical Expenses	Net Backpay & Expenses	
2015	2	6/27	40.14	18.53	\$ 17.25	\$1,171.88						
2015	2	Total				\$15,234.42		\$15,234.42	-	-	\$15,234.42	
2015	3	7/4	36.92	23.07	\$ 17.25	\$1,233.81						
2015	3	7/11	36.92	23.07	\$ 17.25	\$1,233.81						
2015	3	7/18	36.92	23.07	\$ 17.25	\$1,233.81						
2015	3	7/25	36.92	23.07	\$ 17.25	\$1,233.81						
2015	3	8/1	36.92	23.07	\$ 17.25	\$1,233.81						
2015	3	8/8	36.92	23.07	\$ 17.25	\$1,233.81						
2015	3	8/15	36.92	23.07	\$ 17.25	\$1,233.81						
2015	3	8/22	36.92	23.07	\$ 17.25	\$1,233.81						
2015	3	8/29	36.92	23.07	\$ 17.25	\$1,233.81						
2015	3	9/5	36.92	23.07	\$ 17.25	\$1,233.81						
2015	3	9/12	36.92	23.07	\$ 17.25	\$1,233.81						
2015	3	9/19	36.92	23.07	\$ 17.25	\$1,233.81						
2015	3	9/26	36.92	23.07	\$ 17.25	\$1,233.81						
2015	3	Total				\$16,039.48		\$16,039.48	-	-	\$16,039.48	
2015	4	10/3	36.13	18.73	\$ 17.25	\$1,107.88						
2015	4	10/10	36.13	18.73	\$ 17.25	\$1,107.88						
2015	4	10/17	36.13	18.73	\$ 17.25	\$1,107.88						
2015	4	10/24	36.13	18.73	\$ 17.25	\$1,107.88						
2015	4	10/31	36.13	18.73	\$ 17.25	\$1,107.88						
2015	4	11/7	36.13	18.73	\$ 17.25	\$1,107.88						
2015	4	11/14	36.13	18.73	\$ 17.25	\$1,107.88						
2015	4	11/21	36.13	18.73	\$ 17.25	\$1,107.88						
2015	4	11/28	36.13	18.73	\$ 17.25	\$1,107.88						
2015	4	12/5	36.13	18.73	\$ 17.25	\$1,107.88						
2015	4	12/12	36.13	18.73	\$ 17.25	\$1,107.88						
2015	4	12/19	36.13	18.73	\$ 17.25	\$1,107.88						
2015	4	12/26	36.13	18.73	\$ 17.25	\$1,107.88						
2015	4	Total				\$14,402.46		\$14,402.46	-	-	\$14,402.46	
2016	1	1/2	4.35	0.00	\$ 17.25	\$75.04	2					
2016	1	1/9	4.35	0.00	\$ 17.25	\$75.04						
2016	1	1/16	4.35	0.00	\$ 17.25	\$75.04						
2016	1	1/23	4.35	0.00	\$ 17.25	\$75.04						
2016	1	1/30	4.35	0.00	\$ 17.25	\$75.04						
2016	1	2/6	4.35	0.00	\$ 17.25	\$75.04						
2016	1	2/13	4.35	0.00	\$ 17.25	\$75.04						
2016	1	2/20	4.35	0.00	\$ 17.25	\$75.04						
2016	1	2/27	4.35	0.00	\$ 17.25	\$75.04						
2016	1	3/5	4.35	0.00	\$ 17.25	\$75.04						
2016	1	3/12				\$0.00						

NLRB Backpay Calculation

5

		Case Name:		Lou's Transport									
		Case Number:		07-A-102517				Backpay period:		Schedule I interest calculated			
		Claimant:		Smith, Ronnie				3/27/13 -3/4/16				6/22/2016	
Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Medical Expenses	Net Backpay & Expenses		
2016	1	3/19				\$0.00							
2016	1	3/26				\$0.00							
2016	1	Total				\$750.38		\$750.38	-	-	\$750.38		
							Totals	\$154,623.56	-	-	\$154,623.56		
								Daily Compound Interest					
								Total Backpay, Expenses and Interest				\$154,623.56	
Notes:													
1/	2013 - ST Average based 13 weeks; OT Average based on 13 weeks. Calculation begin Week 4/6/13.												
2/	2016 - Based on info provided by Employer. 2016- 1st qtr -ST hrs divided by #of wks; OT hrs divided by #of wks. No OT worked.												
3/													
5/													
6/													
7/													
8/													
9/													
10/													
11/													
12/													

NLRB Backpay Calculation

1

		Case Name: Lou's Transportation - Average - All Comparables						Schedule J				
		Case Number: 07-CA-102517						Backpay period:				
		Claimant: Comp Avg ST and OT Hours						4/6/2013 - 3/4/2016		Interest calculated to:	6/22/2016	
Year	Qtr	Week End	Comp Avg Reg Hours	Comp Avg OT Hours	Comp Avg Hourly Rate	Comp Avg Gross Backpay	Hershey Quarter Interim Earnings	Hershey Net Backpay	Hershey Interim Expenses	Hershey Expenses Plus Net Backpay	Hershey Net Backpay & Expenses	
2013	2	4/6	37.09	16.66	14.78	\$917.29						
2013	2	4/13	37.09	16.66	14.78	\$917.29						
2013	2	4/20	37.09	16.66	14.78	\$917.29						
2013	2	4/27	37.09	16.66	14.83	\$920.61						
2013	2	5/4	37.09	16.66	14.83	\$920.61						
2013	2	5/11	37.09	16.66	14.91	\$925.50						
2013	2	5/18	37.09	16.66	14.91	\$925.50						
2013	2	5/25	37.09	16.66	14.91	\$925.50						
2013	2	6/1	37.09	16.66	14.91	\$925.50						
2013	2	6/8	37.09	16.66	14.91	\$925.50						
2013	2	6/15	37.09	16.66	14.91	\$925.50						
2013	2	6/22	37.09	16.66	14.91	\$925.50						
2013	2	6/29	37.09	16.66	14.91	\$925.50						
2013	2	Total				\$11,997.11						\$ 11,997.11
2013	3	7/6	37.42	21.25	14.88	\$1,030.99						
2013	3	7/13	37.42	21.25	14.93	\$1,034.84						
2013	3	7/20	37.42	21.25	14.93	\$1,034.84						
2013	3	7/27	37.42	21.25	14.93	\$1,034.84						
2013	3	8/3	37.42	21.25	14.93	\$1,034.84						
2013	3	8/10	37.42	21.25	14.93	\$1,034.84						
2013	3	8/17	37.42	21.25	14.93	\$1,034.84						
2013	3	8/24	37.42	21.25	14.93	\$1,034.84						
2013	3	8/31	37.42	21.25	14.93	\$1,034.84						
2013	3	9/7	37.42	21.25	14.93	\$1,034.84						
2013	3	9/14	37.42	21.25	14.93	\$1,034.84						
2013	3	9/21	37.42	21.25	14.93	\$1,034.84						
2013	3	9/28	37.42	21.25	14.93	\$1,034.84						
2013	3	Total				\$ 13,449.05	\$0.00	\$0.00	\$0.00			\$ 13,449.05
2013	4	10/5	40.91	19.55	14.93	\$ 1,048.74						
2013	4	10/12	40.91	19.55	14.93	\$ 1,048.74						
2013	4	10/19	40.91	19.55	14.93	\$ 1,048.74						
2013	4	10/26	40.91	19.55	14.93	\$ 1,048.74						
2013	4	11/2	40.91	19.55	15.01	\$ 1,054.28						
2013	4	11/9	40.91	19.55	15.01	\$ 1,054.28						
2013	4	11/16	40.91	19.55	15.01	\$ 1,054.28						
2013	4	11/23	40.91	19.55	15.01	\$ 1,054.28						
2013	4	11/30	40.91	19.55	15.01	\$ 1,054.28						
2013	4	12/7	40.91	19.55	15.01	\$ 1,054.28						
2013	4	12/14	40.91	19.55	15.01	\$ 1,054.28						

NLRB Backpay Calculation

2

		Case Name: Lou's Transportation - Average - All Comparables						Schedule J				
		Case Number: 07-CA-102517						Backpay period:				
		Claimant: Comp Avg ST and OT Hours						4/6/2013 - 3/4/2016		Interest calculated to:	6/22/2016	
Year	Qtr	Week End	Comp Avg Reg Hours	Comp Avg OT Hours	Comp Avg Hourly Rate	Comp Avg Gross Backpay	Hershey Quarter Interim Earnings	Hershey Net Backpay	Hershey Interim Expenses	Hershey Expenses Plus Net Backpay	Hershey Net Backpay & Expenses	
2013	4	12/21	40.91	19.55	15.01	\$ 1,054.28						
2013	4	12/28	40.91	19.55	15.01	\$ 1,054.28						
2013	4	Total				\$ 13,683.52	\$0.00	\$ -	\$0.00		\$13,683.52	
2014	1	1/4	21.22	4.07	14.59	\$398.60						
2014	1	1/11	21.22	4.07	14.59	\$398.60						
2014	1	1/18	21.22	4.07	14.59	\$398.60						
2014	1	1/25	21.22	4.07	14.59	\$398.60						
2014	1	2/1	21.22	4.07	14.59	\$398.60						
2014	1	2/8	21.22	4.07	14.59	\$398.60						
2014	1	2/15	21.22	4.07	14.59	\$398.60						
2014	1	2/22	21.22	4.07	14.59	\$398.60						
2014	1	3/1	21.22	4.07	14.59	\$398.60						
2014	1	3/8	21.22	4.07	14.59	\$398.60						
2014	1	3/15	21.22	4.07	14.59	\$398.60						
2014	1	3/22	21.22	4.07	14.59	\$398.60						
2014	1	3/29	21.22	4.07	14.59	\$398.60						
2014	1	Total				\$5,181.79	\$ -	\$5,181.79	\$ -		\$5,181.79	
2014	2	4/5	35.58	17.37	16.97	\$ 1,046.04						
2014	2	4/12	35.58	17.37	16.97	\$ 1,046.04						
2014	2	4/19	35.58	17.37	16.97	\$ 1,046.04						
2014	2	4/26	35.58	17.37	16.97	\$ 1,046.04						
2014	2	5/3	35.58	17.37	16.97	\$ 1,046.04						
2014	2	5/10	35.58	17.37	16.97	\$ 1,046.04						
2014	2	5/17	35.58	17.37	16.97	\$ 1,046.04						
2014	2	5/24	35.58	17.37	16.97	\$ 1,046.04						
2014	2	5/31	35.58	17.37	16.97	\$ 1,046.04						
2014	2	6/7	35.58	17.37	16.97	\$ 1,046.04						
2014	2	6/14	35.58	17.37	16.97	\$ 1,046.04						
2014	2	6/21	35.58	17.37	16.97	\$ 1,046.04						
2014	2	6/28	35.58	17.37	16.97	\$ 1,046.04						
2014	2	Total				\$ 13,598.47	\$ -	\$0.00	\$ -		\$13,598.47	
2014	3	7/5	35.32	20.34	17.03	\$1,120.84						
2014	3	7/12	35.32	20.34	17.03	\$1,120.84						
2014	3	7/19	35.32	20.34	17.03	\$1,120.84						
2014	3	7/26	35.32	20.34	17.03	\$1,120.84						
2014	3	8/2	35.32	20.34	17.03	\$1,120.84						
2014	3	8/9	35.32	20.34	17.03	\$1,120.84						
2014	3	8/16	35.32	20.34	17.03	\$1,120.84						

NLRB Backpay Calculation

3

		Case Name: Lou's Transportation - Average - All Comparables						Schedule J				
		Case Number: 07-CA-102517						Backpay period:				
		Claimant: Comp Avg ST and OT Hours						4/6/2013 - 3/4/2016		Interest calculated to:	6/22/2016	
Year	Qtr	Week End	Comp Avg Reg Hours	Comp Avg OT Hours	Comp Avg Hourly Rate	Comp Avg Gross Backpay	Hershey Quarter Interim Earnings	Hershey Net Backpay	Hershey Interim Expenses	Hershey Expenses Plus Net Backpay	Hershey Net Backpay. & Expenses	
2014	3	8/23	35.32	20.34	17.03	\$1,120.84						
2014	3	8/30	35.32	20.34	17.03	\$1,120.84						
2014	3	9/6	35.32	20.34	17.03	\$1,120.84						
2014	3	9/13	35.32	20.34	17.03	\$1,120.84						
2014	3	9/20	35.32	20.34	17.03	\$1,120.84						
2014	3	9/27	35.32	20.34	17.03	\$1,120.84						
2014	3	Total				\$14,570.97	\$0.00	\$14,570.97	\$0.00	\$0.00	\$14,570.97	
2014	4	10/4	37.61	19.01	17.03	\$1,125.87						
2014	4	10/11	37.61	19.01	17.03	\$1,125.87						
2014	4	10/18	37.61	19.01	17.08	\$1,129.54						
2014	4	10/25	37.61	19.01	17.08	\$1,129.54						
2014	4	11/1	37.61	19.01	17.08	\$1,129.54						
2014	4	11/8	37.61	19.01	17.08	\$1,129.54						
2014	4	11/15	37.61	19.01	17.08	\$1,129.54						
2014	4	11/22	37.61	19.01	17.08	\$1,129.54						
2014	4	11/29	37.61	19.01	17.08	\$1,129.54						
2014	4	12/6	37.61	19.01	17.08	\$1,129.54						
2014	4	12/13	37.61	19.01	17.08	\$1,129.54						
2014	4	12/20	37.61	19.01	17.08	\$1,129.54						
2014	4	12/27	37.61	19.01	17.08	\$1,129.54						
2014	4	Total				\$ 14,676.68	\$ -	\$14,676.68	\$0.00		\$ 14,676.68	
2015	1	1/3	25.59	4.21	17.08	\$545.07						
2015	1	1/10	25.59	4.21	17.08	\$545.07						
2015	1	1/17	25.59	4.21	17.08	\$545.07						
2015	1	1/24	25.59	4.21	17.08	\$545.07						
2015	1	1/31	25.59	4.21	17.08	\$545.07						
2015	1	2/7	25.59	4.21	17.08	\$545.07						
2015	1	2/14	25.59	4.21	17.08	\$545.07						
2015	1	2/21	25.59	4.21	17.08	\$545.07						
2015	1	2/28	25.59	4.21	17.08	\$545.07						
2015	1	3/7	25.59	4.21	17.08	\$545.07						
2015	1	3/14	25.59	4.21	17.08	\$545.07						
2015	1	3/21	25.59	4.21	17.08	\$545.07						
2015	1	3/28	25.59	4.21	17.08	\$545.07						
2015	1	Total				\$7,085.94	\$ -	\$0.00	\$ -		\$ 7,085.94	
2015	2	4/4	37.64	17.08	17.08	\$1,080.01						
2015	2	4/11	37.64	17.08	17.08	\$1,080.01						
2015	2	4/18	37.64	17.08	17.08	\$1,080.01						

NLRB Backpay Calculation

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		Case Name: Lou's Transportation - Average - All Comparables						Schedule J				
		Case Number: 07-CA-102517						Backpay period:				
		Claimant: Comp Avg ST and OT Hours						4/6/2013 - 3/4/2016		Interest calculated to:	6/22/2016	
Year	Qtr	Week End	Comp Avg Reg Hours	Comp Avg OT Hours	Comp Avg Hourly Rate	Comp Avg Gross Backpay	Hershey Quarter Interim Earnings	Hershey Net Backpay	Hershey Interim Expenses	Hershey Expenses Plus Net Backpay	Hershey Net Backpay & Expenses	
2015	2	4/25	37.64	17.06	17.08	\$1,080.01						
2015	2	5/2	37.64	17.06	17.08	\$1,080.01						
2015	2	5/9	37.64	17.06	17.08	\$1,080.01						
2015	2	5/16	37.64	17.06	17.08	\$1,080.01						
2015	2	5/23	37.64	17.06	17.08	\$1,080.01						
2015	2	5/30	37.64	17.06	17.08	\$1,080.01						
2015	2	6/6	37.64	17.06	17.08	\$1,080.01						
2015	2	6/13	37.64	17.06	17.08	\$1,080.01						
2015	2	6/20	37.64	17.06	17.08	\$1,080.01						
2015	2	6/27	37.64	17.06	17.08	\$1,080.01						
2015	2	Total				\$14,040.11	\$0.00	\$0.00	\$0.00		\$14,040.11	
2015	3	7/4	32.77	18.24	17.08	1,027						
2015	3	7/11	32.77	18.24	17.08	1,027						
2015	3	7/18	32.77	18.24	17.08	1,027						
2015	3	7/25	32.77	18.24	17.08	1,027						
2015	3	8/1	32.77	18.24	17.14	1,031						
2015	3	8/8	32.77	18.24	17.14	1,031						
2015	3	8/15	32.77	18.24	17.14	1,031						
2015	3	8/22	32.77	18.24	17.14	1,031						
2015	3	8/29	32.77	18.24	17.14	1,031						
2015	3	9/5	32.77	18.24	17.14	1,031						
2015	3	9/12	32.77	18.24	17.14	1,031						
2015	3	9/19	32.77	18.24	17.14	1,031						
2015	3	9/26	32.77	18.24	17.14	1,031						
2015	3	Total				\$13,384.80	\$0.00	\$0.00	\$0.00		\$13,384.80	
2015	4	10/3	33.91	14.95	17.14	\$965.44						
2015	4	10/10	33.91	14.95	17.14	\$965.44						
2015	4	10/17	33.91	14.95	17.14	\$965.44						
2015	4	10/24	33.91	14.95	17.14	\$965.44						
2015	4	10/31	33.91	14.95	17.14	\$965.44						
2015	4	11/7	33.91	14.95	17.14	\$965.44						
2015	4	11/14	33.91	14.95	17.14	\$965.44						
2015	4	11/21	33.91	14.95	17.14	\$965.44						
2015	4	11/28	33.91	14.95	17.14	\$965.44						
2015	4	12/5	33.91	14.95	17.14	\$965.44						
2015	4	12/12	33.91	14.95	17.14	\$965.44						
2015	4	12/19	33.91	14.95	17.14	\$965.44						
2015	4	12/26	33.91	14.95	17.14	\$965.44						
2015	4	Total				\$12,550.76	\$0.00	\$0.00	\$0.00		\$12,550.76	

NLRB Backpay Calculation

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		Case Name: Lou's Transportation - Average - All Comparables					Schedule J					
		Case Number: 07-CA-102517					Backpay period:					
		Claimant: Comp Avg ST and OT Hours					4/6/2013 - 3/4/2016		Interest calculated to:	6/22/2016		
Year	Qtr	Week End	Comp Avg Reg Hours	Comp Avg OT Hours	Comp Avg Hourly Rate	Comp Avg Gross Backpay	Hershey Quarter Interim Earnings	Hershey Net Backpay	Hershey Interim Expenses	Hershey Expenses Plus Net Backpay	Hershey Net Backpay & Expenses	
2016	1	1/2	17.47	2.02	13.31	\$272.76						
2016	1	1/9	17.47	2.02	13.31	\$272.76						
2016	1	1/16	17.47	2.02	13.31	\$272.76						
2016	1	1/23	17.47	2.02	13.31	\$272.76						
2016	1	1/30	17.47	2.02	13.31	\$272.76						
2016	1	2/6	17.47	2.02	13.31	\$272.76						
2016	1	2/13	17.47	2.02	13.31	\$272.76						
2016	1	2/20	17.47	2.02	13.31	\$272.76						
2016	1	2/27	17.47	2.02	13.31	\$272.86						
2016	1	3/5	17.47	2.02	13.31	\$272.86						
2016	1	3/12	0.00	0.00	0.00	-						
2016	1	3/19	0.00	0.00	0.00	-						
2016	1	3/26	0.00	0.00	0.00	-						
2016	1	Total				\$2,727.82	\$0.00	\$0.00	\$0.00	\$0.00	\$2,727.82	
							Totals	\$34,429.44	\$0.00	\$0.00	\$136,947.02	
								Daily Compound Interest			\$0.00	
								Total Backpay, Expenses and Interest			\$136,947.02	
Notes												
1/												
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NLRB Backpay Calculation

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		Case Name:		Lou's Transport								
		Case Number:		07-CA-102517					Backpay period:		Schedule K	
		Claimant:		Michael Hershey					4/6/2013 - 3/4/2016		Interest calculated to:	6/22/2016
Year	Qtr	Week End	Comp Avg Reg Hours	Comp Avg OT Hours	Comp Avg Hourly Rate	Comp Avg Gross Backpay	Hershey Quarter Interim Earnings	Hershey Net Backpay	Hershey Interim Expenses	Hershey Expenses Plus Net Backpay	Hershey Net Backpay & Expenses	
2013	2	4/6	37.09	16.66	14.78	\$917.29	\$501.25	\$0.00	\$26.77			
2013	2	4/13	37.09	16.66	14.78	\$917.29	\$215.00	\$0.00	\$26.77			
2013	2	4/20	37.09	16.66	14.78	\$917.29	\$255.00	\$0.00	\$26.77			
2013	2	4/27	37.09	16.66	14.83	\$920.61	\$630.25	\$0.00	\$26.77			
2013	2	5/4	37.09	16.66	14.83	\$920.61	\$1,406.75	\$0.00	\$26.77			
2013	2	5/11	37.09	16.66	14.91	\$925.50	\$1,515.13	\$0.00	\$26.77			
2013	2	5/18	37.09	16.66	14.91	\$925.50	\$1,400.38	\$0.00	\$26.77			
2013	2	5/25	37.09	16.66	14.91	\$925.50	\$1,119.88	\$0.00	\$26.77			
2013	2	6/1	37.09	16.66	14.91	\$925.50	\$782.00	\$0.00	\$26.77			
2013	2	6/8	37.09	16.66	14.91	\$925.50	\$1,387.63	\$0.00	\$26.77			
2013	2	6/15	37.09	16.66	14.91	\$925.50	\$801.13	\$0.00	\$26.77			
2013	2	6/22	37.09	16.66	14.91	\$925.50	\$1,547.00	\$0.00	\$26.77			
2013	2	6/29	37.09	16.66	14.91	\$925.50	\$1,285.63	\$0.00	\$26.77			
2013	2	Total				\$11,997.11	\$12,847.03	\$0.00	\$348.01			\$ 348.01
2013	3	7/6	37.42	21.25	14.88	\$1,030.99	\$420.75	\$0.00	\$213.83			
2013	3	7/13	37.42	21.25	14.93	\$1,034.84	\$1,578.88	\$0.00	\$213.83			
2013	3	7/20	37.42	21.25	14.93	\$1,034.84	\$1,279.25	\$0.00	\$213.83			
2013	3	7/27	37.42	21.25	14.93	\$1,034.84	\$1,489.63	\$0.00	\$213.83			
2013	3	8/3	37.42	21.25	14.93	\$1,034.84	\$1,700.00	\$0.00	\$213.83			
2013	3	8/10	37.42	21.25	14.93	\$1,034.84	\$1,432.25	\$0.00	\$213.83			
2013	3	8/17	37.42	21.25	14.93	\$1,034.84	\$1,559.75	\$0.00	\$213.83			
2013	3	8/24	37.42	21.25	14.93	\$1,034.84	\$1,368.50	\$0.00	\$213.83			
2013	3	8/31	37.42	21.25	14.93	\$1,034.84	\$1,247.38	\$0.00	\$213.83			
2013	3	9/7	37.42	21.25	14.93	\$1,034.84	\$1,311.13	\$0.00	\$213.83			
2013	3	9/14	37.42	21.25	14.93	\$1,034.84	\$1,119.88	\$0.00	\$213.83			
2013	3	9/21	37.42	21.25	14.93	\$1,034.84	\$1,457.75	\$0.00	\$213.83			
2013	3	9/28	37.42	21.25	14.93	\$1,034.84	\$1,508.75	\$0.00	\$213.83			
2013	3	Total				\$ 13,449.05	\$17,473.90	\$0.00	\$2,779.79			\$ 2,779.79
2013	4	10/5	40.91	19.55	14.93	\$ 1,048.74	\$ 1,432.25	\$0.00	\$213.83			
2013	4	10/12	40.91	19.55	14.93	\$ 1,048.74	\$ 1,457.75	\$0.00	\$213.83			
2013	4	10/19	40.91	19.55	14.93	\$ 1,048.74	\$ 1,279.25	\$0.00	\$213.83			
2013	4	10/26	40.91	19.55	14.93	\$ 1,048.74	\$ 1,323.88	\$0.00	\$213.83			
2013	4	11/2	40.91	19.55	15.01	\$ 1,054.28	\$ 1,221.88	\$0.00	\$213.83			
2013	4	11/9	40.91	19.55	15.01	\$ 1,054.28	\$ 1,489.63	\$0.00	\$213.83			
2013	4	11/16	40.91	19.55	15.01	\$ 1,054.28	\$ 864.88	\$0.00	\$213.83			
2013	4	11/23	40.91	19.55	15.01	\$ 1,054.28	\$ 1,132.63	\$0.00	\$213.83			
2013	4	11/30	40.91	19.55	15.01	\$ 1,054.28	\$ 663.00	\$0.00	\$213.83			
2013	4	12/7	40.91	19.55	15.01	\$ 1,054.28	\$ 1,049.75	\$0.00	\$213.83			
2013	4	12/14	40.91	19.55	15.01	\$ 1,054.28	\$ 896.75	\$0.00	\$213.83			

NLRB Backpay Calculation

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		Case Name:		Lou's Transport								
		Case Number:		07-CA-102517				Backpay period:		Schedule K		
		Claimant:		Michael Hershey				4/6/2013 - 3/4/2016		Interest calculated to:	6/22/2016	
Year	Qtr	Week End	Comp Avg Reg Hours	Comp Avg OT Hours	Comp Avg Hourly Rate	Comp Avg Gross Backpay	Hershey Quarter Interim Earnings	Hershey Net Backpay	Hershey Interim Expenses	Hershey Expenses Plus Net Backpay	Hershey Net Backpay & Expenses	
2013	4	12/21	40.91	19.55	15.01	\$ 1,054.28	\$ 1,126.25	\$0.00	\$213.83			
2013	4	12/28	40.91	19.55	15.01	\$ 1,054.28	-	\$0.00	\$213.83			
2013	4	Total				\$ 13,683.52	\$13,937.90	\$ -	\$2,779.79			\$2,779.79
2014	1	1/4	21.22	4.07	14.59	\$398.60	\$ 344.25	\$0.00	\$ 176.61			
2014	1	1/11	21.22	4.07	14.59	\$398.60	\$ 195.50	\$0.00	\$ 176.61			
2014	1	1/18	21.22	4.07	14.59	\$398.60	\$ 903.13	\$0.00	\$ 176.61			
2014	1	1/25	21.22	4.07	14.59	\$398.60	\$ -	\$0.00	\$ 176.61			
2014	1	2/1	21.22	4.07	14.59	\$398.60	\$ 182.75	\$0.00	\$ 176.61			
2014	1	2/8	21.22	4.07	14.59	\$398.60	\$ 395.25	\$0.00	\$ 176.61			
2014	1	2/15	21.22	4.07	14.59	\$398.60	\$ 493.00	\$0.00	\$ 176.61			
2014	1	2/22	21.22	4.07	14.59	\$398.60	\$ 391.00	\$0.00	\$ 176.61			
2014	1	3/1	21.22	4.07	14.59	\$398.60	\$ 493.00	\$0.00	\$ 176.61			
2014	1	3/8	21.22	4.07	14.59	\$398.60	\$ 654.50	\$0.00	\$ 176.61			
2014	1	3/15	21.22	4.07	14.59	\$398.60	\$ 140.25	\$0.00	\$ 176.61			
2014	1	3/22	21.22	4.07	14.59	\$398.60	\$ -	\$0.00	\$ 176.61			
2014	1	3/29	21.22	4.07	14.59	\$398.60	\$ -	\$0.00	\$ 176.61			
2014	1	Total				\$5,181.79	\$ 4,192.63	\$989.16	\$ 2,295.93			\$3,285.09
2014	2	4/5	35.58	17.37	16.97	\$ 1,046.04	\$183.75	\$0.00	\$226.07			
2014	2	4/12	35.58	17.37	16.97	\$ 1,046.04	\$1,146.25	\$0.00	\$226.07			
2014	2	4/19	35.58	17.37	16.97	\$ 1,046.04	\$595.00	\$0.00	\$226.07			
2014	2	4/26	35.58	17.37	16.97	\$ 1,046.04	\$850.94	\$0.00	\$226.07			
2014	2	5/3	35.58	17.37	16.97	\$ 1,046.04	\$1,264.38	\$0.00	\$226.07			
2014	2	5/10	35.58	17.37	16.97	\$ 1,046.04	\$1,382.50	\$0.00	\$226.07			
2014	2	5/17	35.58	17.37	16.97	\$ 1,046.04	\$1,316.88	\$0.00	\$226.07			
2014	2	5/24	35.58	17.37	16.97	\$ 1,046.04	\$1,579.38	\$0.00	\$226.07			
2014	2	5/31	35.58	17.37	16.97	\$ 1,046.04	\$1,120.00	\$0.00	\$226.07			
2014	2	6/7	35.58	17.37	16.97	\$ 1,046.04	\$1,677.81	\$0.00	\$226.07			
2014	2	6/14	35.58	17.37	16.97	\$ 1,046.04	\$1,690.94	\$0.00	\$226.07			
2014	2	6/21	35.58	17.37	16.97	\$ 1,046.04	\$1,523.88	\$0.00	\$226.07			
2014	2	6/28	35.58	17.37	16.97	\$ 1,046.04	\$1,599.06	\$0.00	\$226.07			
2014	2	Total				\$ 13,598.47	\$ 15,930.77	\$0.00	\$ 2,938.91			\$2,938.91
2014	3	7/5	35.32	20.34	17.03	\$1,120.84	\$1,120.00	\$0.00	\$88.30			
2014	3	7/12	35.32	20.34	17.03	\$1,120.84	\$1,362.81	\$0.00	\$88.30			
2014	3	7/19	35.32	20.34	17.03	\$1,120.84	\$0.00	\$0.00	\$88.30			
2014	3	7/26	35.32	20.34	17.03	\$1,120.84	\$1,736.88	\$0.00	\$88.30			
2014	3	8/2	35.32	20.34	17.03	\$1,120.84	\$0.00	\$0.00	\$88.30			
2014	3	8/9	35.32	20.34	17.03	\$1,120.84	\$1,231.56	\$0.00	\$88.30			
2014	3	8/16	35.32	20.34	17.03	\$1,120.84	\$0.00	\$0.00	\$88.30			

NLRB Backpay Calculation

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		Case Name:		Lou's Transport								
		Case Number:		07-CA-102517					Backpay period:		Schedule K	
		Claimant:		Michael Hershey					4/6/2013 - 3/4/2016		Interest calculated to:	6/22/2016
Year	Qtr	Week End	Comp Avg Reg Hours	Comp Avg OT Hours	Comp Avg Hourly Rate	Comp Avg Gross Backpay	Hershey Quarter Interim Earnings	Hershey Net Backpay	Hershey Interim Expenses	Hershey Expenses Plus Net Backpay	Hershey Net Backpay & Expenses	
2014	3	8/23	35.32	20.34	17.03	\$1,120.84	\$0.00	\$0.00	\$88.30			
2014	3	8/30	35.32	20.34	17.03	\$1,120.84	\$0.00	\$0.00	\$88.30			
2014	3	9/6	35.32	20.34	17.03	\$1,120.84	\$0.00	\$0.00	\$88.30			
2014	3	9/13	35.32	20.34	17.03	\$1,120.84	\$1,644.75	\$0.00	\$88.30			
2014	3	9/20	35.32	20.34	17.03	\$1,120.84	\$0.00	\$0.00	\$88.30			
2014	3	9/27	35.32	20.34	17.03	\$1,120.84	\$0.00	\$0.00	\$88.30			
2014	3	Total				\$14,570.97	\$7,096.00	\$7,474.97	\$1,147.90	\$0.00	\$8,622.87	
2014	4	10/4	37.61	19.01	17.03	\$1,125.87	-	\$0.00	\$256.30			
2014	4	10/11	37.61	19.01	17.03	\$1,125.87	\$1,698.75	\$0.00	\$256.30			
2014	4	10/18	37.61	19.01	17.08	\$1,129.54	\$1,118.25	\$0.00	\$256.30			
2014	4	10/25	37.61	19.01	17.08	\$1,129.54	-	\$0.00	\$256.30			
2014	4	11/1	37.61	19.01	17.08	\$1,129.54	\$1,476.00	\$0.00	\$256.30			
2014	4	11/8	37.61	19.01	17.08	\$1,129.54	\$1,455.75	\$0.00	\$256.30			
2014	4	11/15	37.61	19.01	17.08	\$1,129.54	\$1,482.75	\$0.00	\$256.30			
2014	4	11/22	37.61	19.01	17.08	\$1,129.54	\$1,179.00	\$0.00	\$256.30			
2014	4	11/29	37.61	19.01	17.08	\$1,129.54	-	\$0.00	\$256.30			
2014	4	12/6	37.61	19.01	17.08	\$1,129.54	\$834.75	\$0.00	\$256.30			
2014	4	12/13	37.61	19.01	17.08	\$1,129.54	\$693.00	\$0.00	\$256.30			
2014	4	12/20	37.61	19.01	17.08	\$1,129.54	\$877.50	\$0.00	\$256.30			
2014	4	12/27	37.61	19.01	17.08	\$1,129.54	\$558.00	\$0.00	\$256.30			
2014	4	Total				\$ 14,676.68	\$ 11,373.75	\$3,302.93	\$3,331.90		\$ 6,634.83	
2015	1	1/3	25.59	4.21	17.08	\$545.07	\$360.00	\$0.00	\$ 394.53			
2015	1	1/10	25.59	4.21	17.08	\$545.07	\$612.00	\$0.00	\$ 394.53			
2015	1	1/17	25.59	4.21	17.08	\$545.07	\$432.00	\$0.00	\$ 394.53			
2015	1	1/24	25.59	4.21	17.08	\$545.07	\$809.75	\$0.00	\$ 394.53			
2015	1	1/31	25.59	4.21	17.08	\$545.07	\$434.25	\$0.00	\$ 394.53			
2015	1	2/7	25.59	4.21	17.08	\$545.07	\$760.50	\$0.00	\$ 394.53			
2015	1	2/14	25.59	4.21	17.08	\$545.07	\$711.00	\$0.00	\$ 394.53			
2015	1	2/21	25.59	4.21	17.08	\$545.07	\$504.00	\$0.00	\$ 394.53			
2015	1	2/28	25.59	4.21	17.08	\$545.07	\$504.00	\$0.00	\$ 394.53			
2015	1	3/7	25.59	4.21	17.08	\$545.07	\$465.75	\$0.00	\$ 394.53			
2015	1	3/14	25.59	4.21	17.08	\$545.07	\$1,014.75	\$0.00	\$ 394.53			
2015	1	3/21	25.59	4.21	17.08	\$545.07	\$434.25	\$0.00	\$ 394.53			
2015	1	3/28	25.59	4.21	17.08	\$545.07	\$609.75	\$0.00	\$ 394.53			
2015	1	Total				\$7,085.94	\$ 7,452.00	\$0.00	\$ 5,128.89		\$ 5,128.89	
2015	2	4/4	37.64	17.06	17.08	\$1,080.01	\$432.00	\$0.00	\$235.75			
2015	2	4/11	37.64	17.06	17.08	\$1,080.01	\$432.00	\$0.00	\$235.75			
2015	2	4/18	37.64	17.06	17.08	\$1,080.01	\$634.50	\$0.00	\$235.75			

NLRB Backpay Calculation

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		Case Name:		Lou's Transport								
		Case Number:		07-CA-102517				Backpay period:		Schedule K		
		Claimant:		Michael Hershey				4/6/2013 - 3/4/2016		Interest calculated to:	6/22/2016	
Year	Qtr	Week End	Comp Avg Reg Hours	Comp Avg OT Hours	Comp Avg Hourly Rate	Comp Avg Gross Backpay	Hershey Quarter Interim Earnings	Hershey Net Backpay	Hershey Interim Expenses	Hershey Expenses Plus Net Backpay	Hershey Net Backpay & Expenses	
2015	2	4/25	37.64	17.06	17.08	\$1,080.01	\$1,008.00	\$0.00	\$235.75			
2015	2	5/2	37.64	17.06	17.08	\$1,080.01	\$1,212.75	\$0.00	\$235.75			
2015	2	5/9	37.64	17.06	17.08	\$1,080.01	\$1,604.25	\$0.00	\$235.75			
2015	2	5/16	37.64	17.06	17.08	\$1,080.01	\$1,226.25	\$0.00	\$235.75			
2015	2	5/23	37.64	17.06	17.08	\$1,080.01	\$1,557.00	\$0.00	\$235.75			
2015	2	5/30	37.64	17.06	17.08	\$1,080.01	\$942.75	\$0.00	\$235.75			
2015	2	6/6	37.64	17.06	17.08	\$1,080.01	\$1,658.25	\$0.00	\$235.75			
2015	2	6/13	37.64	17.06	17.08	\$1,080.01	\$1,752.75	\$0.00	\$235.75			
2015	2	6/20	37.64	17.06	17.08	\$1,080.01	\$1,651.50	\$0.00	\$235.75			
2015	2	6/27	37.64	17.06	17.08	\$1,080.01	\$1,577.25	\$0.00	\$235.75			
2015	2	Total				\$14,040.11	\$15,689.25	\$0.00	\$3,084.75		\$3,064.75	
2015	3	7/4	32.77	18.24	17.08	1,027	\$1,233.00	\$0.00	\$235.75			
2015	3	7/11	32.77	18.24	17.08	1,027	\$1,550.25	\$0.00	\$235.75			
2015	3	7/18	32.77	18.24	17.08	1,027	\$1,266.75	\$0.00	\$235.75			
2015	3	7/25	32.77	18.24	17.08	1,027	\$1,705.50	\$0.00	\$235.75			
2015	3	8/1	32.77	18.24	17.14	1,031	\$1,611.00	\$0.00	\$235.75			
2015	3	8/8	32.77	18.24	17.14	1,031	\$1,698.75	\$0.00	\$235.75			
2015	3	8/15	32.77	18.24	17.14	1,031	\$1,580.75	\$0.00	\$235.75			
2015	3	8/22	32.77	18.24	17.14	1,031	\$1,388.25	\$0.00	\$235.75			
2015	3	8/29	32.77	18.24	17.14	1,031	\$1,374.75	\$0.00	\$235.75			
2015	3	9/5	32.77	18.24	17.14	1,031	\$1,381.50	\$0.00	\$235.75			
2015	3	9/12	32.77	18.24	17.14	1,031	\$1,131.40	\$0.00	\$235.75			
2015	3	9/19	32.77	18.24	17.14	1,031	\$1,631.25	\$0.00	\$235.75			
2015	3	9/26	32.77	18.24	17.14	1,031	\$1,685.25	\$0.00	\$235.75			
2015	3	Total				\$13,384.80	\$19,248.40	\$0.00	\$3,064.75		\$3,064.75	
2015	4	10/3	33.91	14.95	17.14	\$965.44	\$1,536.75	\$0.00	\$119.68			
2015	4	10/10	33.91	14.95	17.14	\$965.44	\$1,631.25	\$0.00	\$119.68			
2015	4	10/17	33.91	14.95	17.14	\$965.44	\$1,455.75	\$0.00	\$119.68			
2015	4	10/24	33.91	14.95	17.14	\$965.44	\$1,388.25	\$0.00	\$119.68			
2015	4	10/31	33.91	14.95	17.14	\$965.44	\$1,158.75	\$0.00	\$119.68			
2015	4	11/7	33.91	14.95	17.14	\$965.44	\$1,462.50	\$0.00	\$119.68			
2015	4	11/14	33.91	14.95	17.14	\$965.44	\$1,509.75	\$0.00	\$119.68			
2015	4	11/21	33.91	14.95	17.14	\$965.44	\$1,165.50	\$0.00	\$119.68			
2015	4	11/28	33.91	14.95	17.14	\$965.44	\$691.60	\$0.00	\$119.68			
2015	4	12/5	33.91	14.95	17.14	\$965.44	\$691.60	\$0.00	\$119.68			
2015	4	12/12	33.91	14.95	17.14	\$965.44	\$811.64	\$0.00	\$119.68			
2015	4	12/19	33.91	14.95	17.14	\$965.44	\$811.64	\$0.00	\$119.68			
2015	4	12/26	33.91	14.95	17.14	\$965.44	\$859.54	\$0.00	\$119.68			
2015	4	Total				\$12,550.76	\$15,174.52	\$0.00	\$1,555.84		\$1,555.84	

NLRB Backpay Calculation

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		Case Name:		Lou's Transport								
		Case Number:		07-CA-102517				Backpay period:		Schedule K		
		Claimant:		Michael Hershey				4/6/2013 - 3/4/2016		Interest calculated to:	6/22/2016	
Year	Qtr	Week End	Comp Avg Reg Hours	Comp Avg OT Hours	Comp Avg Hourly Rate	Comp Avg Gross Backpay	Hershey Quarter Interim Earnings	Hershey Net Backpay	Hershey Interim Expenses	Hershey Expenses Plus Net Backpay	Hershey Net Backpay & Expenses	
2016	1	1/2	17.47	2.02	13.31	\$272.76	\$859.54	\$0.00	\$293.25			
2016	1	1/9	17.47	2.02	13.31	\$272.76	\$1,363.88	\$0.00	\$293.25			
2016	1	1/16	17.47	2.02	13.31	\$272.76	\$1,363.88	\$0.00	\$293.25			
2016	1	1/23	17.47	2.02	13.31	\$272.76	\$859.59	\$0.00	\$293.25			
2016	1	1/30	17.47	2.02	13.31	\$272.76	\$859.59	\$0.00	\$293.25			
2016	1	2/6	17.47	2.02	13.31	\$272.76	\$561.65	\$0.00	\$293.25			
2016	1	2/13	17.47	2.02	13.31	\$272.76	\$561.65	\$0.00	\$293.25			
2016	1	2/20	17.47	2.02	13.31	\$272.76	\$1,087.73	\$0.00	\$293.25			
2016	1	2/27	17.47	2.02	13.31	\$272.86	\$1,087.73	\$0.00	\$293.25			
2016	1	3/5	17.47	2.02	13.31	\$272.86	\$983.03	\$0.00	\$293.25			
2016	1	3/12	0.00	0.00	0.00	-		\$0.00	-			
2016	1	3/19	0.00	0.00	0.00	-		\$0.00	-			
2016	1	3/26	0.00	0.00	0.00	-		\$0.00	-			
2016	1	Total				\$2,727.82	\$9,588.27	\$0.00	\$2,932.50	\$0.00	\$2,932.50	
							Totals	\$11,767.06	\$31,368.96	\$0.00	\$43,136.02	
								Daily Compound Interest			\$0.00	
								Total Backpay, Expenses and Interest			\$43,136.02	
Notes												
1/	Buchner - Employer provided payroll info from 2013 to 3/4/16.											
2/	Clem - Employer provided payroll info from 2013 to 12/26/15.											
3/	Forsyth - Employer provided payroll info from 2013 to 3/4/16.											
4/	Malinowski - Employer provided payroll info from 2013 to 2/19/16.											
5/	Moore - Employer provided payroll info from 2013 to 2/27/15.											
6/	Nigh - Employer provided payroll info from 2013 to 3/4/16.											
7/	Roby - Employer provided payroll info from 2013 to 3/4/16.											
8/	Sheffield - Employer provided payroll info from 2013 to 3/4/16.											
9/	Smith - Employer provided payroll info from 2013 to 12/26/15.											
10/												
11/												
12/												

3.1		Interim Expenses															
Name:		Lou's Transport - Case 07-CA-102517 Michael Hershey						Schedule L									
				Interim Employment				Search for Work						Mileage Rate			
Year #	Qtr #	Days	R/T to Employer	R/T to interim job	Additional Mileage	Lodging	Food	Mileage	Lodging	Food	Other	Total		For This Quarter	Notes		
2013	2	8	8	64	448							253.12		0.565			
2013	2	3	8	64	168							94.92		0.565			
2013	3	60	8	90	4920							2,779.80		0.565			
2013	4	60	8	90	4920							2,779.80		0.565			
2014	1	50	8	90	4100							2,296.00		0.560			
2014	2	64	8	90	5248							2,938.88		0.560			
2014	3	25	8	90	2050							1,148.00		0.560			
2014	4	34	8	90	2788							1,561.28		0.560			
2015	1	27	8	90	2214							1,273.05		0.575			
2015	1	37	8	90	3034							1,744.55		0.575			
2015	2	32	8	90	2624							1,508.80		0.575			
2015	2	33	8	90	2706							1,555.95		0.575			
2015	3	65	8	90	5330							3,064.75		0.575			
2015	4	33	8	90	2706							1,555.95		0.575			
2014	4	31	8	110	3162							1,770.72		0.560			
2015	1	36	8	110	3672							2,111.40		0.575			
2016	4	50	8	110	5100							2,932.50		0.575			
					0							0.00		0.000			
					0							0.00		0.000			
					0							0.00		0.000			
					0							0.00		0.000			
					0							0.00		0.000			
					0							0.00		0.000			
					0							0.00		0.000			
					0							0.00		0.000			
					0							0.00		0.000			
					0							0.00		0.000			
TOTAL:		648			0							31,369.47		0.000			

NLRB Backpay Calculation

Adjusted Taxes for Lump Sum Backpay

Case Name: **Lou's Transport Schedule M**
Case Number: **07-CA-102517**
Claimant: **Michael Hershey**

Year	Taxable Income (Backpay)	Filing Status	State	Federal Tax	State Tax
		Married			
2001	0	Filing	MI	0	0
		Married			
2002	0	Filing	MI	0	0
		Married			
2003	0	Filing	MI	0	0
		Married			
2004	0	Filing	MI	0	0
		Married			
2005	0	Filing	MI	0	0
		Married			
2006	0	Filing	MI	0	0
		Married			
2007	0	Filing	MI	0	0
		Married			
2009	0	Filing	MI	0	0
		Married			
2010	0	Filing	MI	0	0
		Married			
2011	0	Filing	MI	0	0
		Married			
2012	0	Filing	MI	0	0
		Married			
2013	0	Filing	MI	0	0
		Married			
2014	\$ 11,767.06	Filing	MI	\$1,767.06	\$533.05
		Married			
2015	\$ -	Filing	MI	\$0.00	
			Taxes Paid:	\$1,767.06	\$533.05
	(Sum)				
Sum		Married			
2000 to 2015	\$11,767.06	Filing	MI	\$1,767.06	\$533.05
2016	\$0.00				
		Excess Tax on Backpay:		0	0
		Incremental Tax on Backpay:		0	
		Total Excess Tax on Backpay:		\$0.00	
Interest on Backpay:	0	Tax on Interest:		0	0
		Incremental Tax on Interest:		0	
		Total Excess Tax on Interest:		0	
		Additional Tax Liability:	\$		-
		Total Excess Tax Liability:	\$		0.00

BOARD'S RULES AND REGULATIONS

SEC. 102.56 *Answer to compliance specification*

(a) *Filing and service of answer; form.* — Each respondent alleged in the specification to have compliance obligations shall, within 21 days from the service of the specification, file an original and four copies of an answer thereto with the Regional Director issuing the specification, and shall immediately serve a copy thereof on the other parties. The answer to the specification shall be in writing, the original being signed and sworn to by the respondent or by a duly authorized agent with appropriate power of attorney affixed, and shall contain the mailing address of the respondent.

(b) *Contents of answer to specification.* — The answer shall specifically admit, deny, or explain each and every allegation of the specification, unless the respondent is without knowledge, in which case the respondent shall so state, such statement operating as a denial. Denials shall fairly meet the substance of the allegations of the specification at issue. When a respondent intends to deny only a part of an allegation, the respondent shall specify so much of it as is true and shall deny only the remainder. As to all matters within the knowledge of the respondent, including but not limited to the various factors entering into the computation of gross backpay, a general denial shall not suffice. As to such matters, if the respondent disputes either the accuracy of the figures in the specification or the premises on which they are based, the answer shall specifically state the basis for such disagreement, setting forth in detail the respondent's position as to the applicable premises and furnishing the appropriate supporting figures.

(c) *Effect of failure to answer or to plead specifically and in detail to backpay allegations of specifications.* — If the respondent fails to file any answer to the specification within the time prescribed by this section, the Board may, either with or without taking evidence in support of the allegations of the specification and without further notice to the respondent, find the specification to be true and enter such order as may be appropriate. If the respondent files an answer to the specification but fails to deny any allegation of the specification in the manner required by paragraph (b) of this section, and the failure so to deny is not adequately explained, such allegation shall be deemed to be admitted to be true, and may be so found by the Board without the taking of evidence supporting such allegation, and the respondent shall be precluded from introducing any evidence controverting the allegation.

(d) *Extension of time for filing answer to specification.* — Upon the Regional Director's own motion or upon proper cause shown by any respondent, the Regional Director issuing the compliance specification and notice of hearing may by written order extend the time within which the answer to the specification shall be filed.

(e) *Amendment to answer.* — Following the amendment of the specification by the Regional Director, any respondent affected by the amendment may amend its answer thereto.

Form NLRB-4668
(6-2014)

Procedures in NLRB Unfair Labor Practice Hearings

The attached complaint has scheduled a hearing that will be conducted by an administrative law judge (ALJ) of the National Labor Relations Board who will be an independent, impartial finder of facts and applicable law. **You may be represented at this hearing by an attorney or other representative.** If you are not currently represented by an attorney, and wish to have one represent you at the hearing, you should make such arrangements as soon as possible. A more complete description of the hearing process and the ALJ's role may be found at Sections 102.34, 102.35, and 102.45 of the Board's Rules and Regulations. The Board's Rules and regulations are available at the following link: www.nlr.gov/sites/default/files/attachments/basic-page/node-1717/rules_and_regs_part_102.pdf.

The NLRB allows you to file certain documents electronically and you are encouraged to do so because it ensures that your government resources are used efficiently. To e-file go to the NLRB's website at www.nlr.gov, click on "e-file documents," enter the 10-digit case number on the complaint (the first number if there is more than one), and follow the prompts. You will receive a confirmation number and an e-mail notification that the documents were successfully filed.

Although this matter is set for trial, this does not mean that this matter cannot be resolved through a settlement agreement. The NLRB recognizes that adjustments or settlements consistent with the policies of the National Labor Relations Act reduce government expenditures and promote amity in labor relations and encourages the parties to engage in settlement efforts.

I. BEFORE THE HEARING

The rules pertaining to the Board's pre-hearing procedures, including rules concerning filing an answer, requesting a postponement, filing other motions, and obtaining subpoenas to compel the attendance of witnesses and production of documents from other parties, may be found at Sections 102.20 through 102.32 of the Board's Rules and Regulations. In addition, you should be aware of the following:

- **Special Needs:** If you or any of the witnesses you wish to have testify at the hearing have special needs and require auxiliary aids to participate in the hearing, you should notify the Regional Director as soon as possible and request the necessary assistance. Assistance will be provided to persons who have handicaps falling within the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, and 29 C.F.R. 100.603.
- **Pre-hearing Conference:** One or more weeks before the hearing, the ALJ may conduct a telephonic prehearing conference with the parties. During the conference, the ALJ will explore whether the case may be settled, discuss the issues to be litigated and any logistical issues related to the hearing, and attempt to resolve or narrow outstanding issues, such as disputes relating to subpoenaed witnesses and documents. This conference is usually not recorded, but during the hearing the ALJ or the parties sometimes refer to discussions at the pre-hearing conference. You do not have to wait until the prehearing conference to meet with the other parties to discuss settling this case or any other issues.

II. DURING THE HEARING

The rules pertaining to the Board's hearing procedures are found at Sections 102.34 through 102.43 of the Board's Rules and Regulations. Please note in particular the following:

- **Witnesses and Evidence:** At the hearing, you will have the right to call, examine, and cross-examine witnesses and to introduce into the record documents and other evidence.
- **Exhibits:** Each exhibit offered in evidence must be provided in duplicate to the court reporter and a copy of each of each exhibit should be supplied to the ALJ and each party when the exhibit is offered in evidence. If a copy of any exhibit is not available when the original is received, it will be the responsibility of the party offering such exhibit to submit the copy to the ALJ before the close of hearing. If a copy is not

(OVER)

Form NLRB-4668
(6-2014)

submitted, and the filing has not been waived by the ALJ, any ruling receiving the exhibit may be rescinded and the exhibit rejected.

- **Transcripts:** An official court reporter will make the only official transcript of the proceedings, and all citations in briefs and arguments must refer to the official record. The Board will not certify any transcript other than the official transcript for use in any court litigation. Proposed corrections of the transcript should be submitted, either by way of stipulation or motion, to the ALJ for approval. Everything said at the hearing while the hearing is in session will be recorded by the official reporter unless the ALJ specifically directs off-the-record discussion. If any party wishes to make off-the-record statements, a request to go off the record should be directed to the ALJ.
- **Oral Argument:** You are entitled, on request, to a reasonable period of time at the close of the hearing for oral argument, which shall be included in the transcript of the hearing. Alternatively, the ALJ may ask for oral argument if, at the close of the hearing, if it is believed that such argument would be beneficial to the understanding of the contentions of the parties and the factual issues involved.
- **Date for Filing Post-Hearing Brief:** Before the hearing closes, you may request to file a written brief or proposed findings and conclusions, or both, with the ALJ. The ALJ has the discretion to grant this request and to will set a deadline for filing, up to 35 days.

III. AFTER THE HEARING

The Rules pertaining to filing post-hearing briefs and the procedures after the ALJ issues a decision are found at Sections 102.42 through 102.48 of the Board's Rules and Regulations. Please note in particular the following:

- **Extension of Time for Filing Brief with the ALJ:** If you need an extension of time to file a post-hearing brief, you must follow Section 102.42 of the Board's Rules and Regulations, which requires you to file a request with the appropriate chief or associate chief administrative law judge, depending on where the trial occurred. You must immediately serve a copy of any request for an extension of time on all other parties and furnish proof of that service with your request. You are encouraged to seek the agreement of the other parties and state their positions in your request.
- **ALJ's Decision:** In due course, the ALJ will prepare and file with the Board a decision in this matter. Upon receipt of this decision, the Board will enter an order transferring the case to the Board and specifying when exceptions are due to the ALJ's decision. The Board will serve copies of that order and the ALJ's decision on all parties.
- **Exceptions to the ALJ's Decision:** The procedure to be followed with respect to appealing all or any part of the ALJ's decision (by filing exceptions with the Board), submitting briefs, requests for oral argument before the Board, and related matters is set forth in the Board's Rules and Regulations, particularly in Section 102.46 and following sections. A summary of the more pertinent of these provisions will be provided to the parties with the order transferring the matter to the Board.

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION SEVEN

LOU'S TRANSPORT, INC., and T.K.M.S., INC.

Respondents

and

Case 07-CA-102517

MICHAEL HERSHEY, an Individual

Charging Party

**SECOND AMENDED COMPLIANCE SPECIFICATION
AND NOTICE OF HEARING**

The National Labor Relations Board, herein called the Board, issued its Decision and Order in Case 07-CA-102517 on December 16, 2014, reported at 361 NLRB No. 158, ordering Respondents, and their officers, agents, and assigns to take certain actions, including making whole the Charging Party, for any loss of earnings and other benefits suffered as a result of the discrimination against him, with interest compounded on a daily basis. On April 6, 2016, in Case Nos. 15-1040 and 1193, the United States Court of Appeals for the Sixth Circuit enforced the Decision and Order of the Board.

As a controversy presently exists regarding the liability of Respondents as to the amount of backpay and other benefits owed the Charging Party under the terms of the enforced Board Order, the undersigned, pursuant to the authority duly conferred by the Board, hereby issues this Second Amended Compliance Specification and Notice of Hearing and alleges as follows:

1. No payments have been made by Respondents to satisfy their obligation under the terms of the aforesaid enforced Board Order.
2. The gross backpay due the Charging Party is the amount of earnings he would have received, but for Respondents' unlawful discrimination against him, less any interim earnings.
3. Respondents' liability for backpay for the Charging Party commenced on March 27, 2013, and concludes about August 22, 2016 (backpay period), when the Charging Party declined Respondents' unconditional offer of reinstatement.
4. Respondents submitted payroll records for their comparable driver employees Michael Buchner, Jeffrey Clem, Gary Forsyth, Michael Malinowski, Kevin Moore, Sr., David Nigh, Steven Roby, Steven Sheffield, and Ronnie Smith (comparable employees) who were hired after April 12, 2011, but before the Charging Party, who were still employed at the time of



the Charging Party's discharge; and for the first three comparable employees hired after the Charging Party, who were still employed at the time of the Charging Party's discharge. All of these payroll records covered the period of January 1, 2013, to about August 22, 2016, though some of the payroll records for some of the comparable driver employees did not extend as long as about August 22, 2016, as described in paragraph 6, below.

5. For the purposes of this Second Amended Compliance Specification, the average hours and average overtime hours worked by Respondents' comparable employees who were employed during the periods referenced above, were used as comparable employees to determine backpay due the Charging Party had he continued to be employed as a reasonable means to determine an appropriate measure of gross backpay due the Charging Party.

6. An appropriate measure of gross backpay due the Charging Party is determined by the quarterly average number of regular hours and the quarterly average number of overtime hours worked by Respondents' comparable employees for the period of about April 1, 2013, to about August 22, 2016. Michael Buchner's employment concluded in 2016, and the payroll information submitted regarding him concluded about March 3, 2016.

7. The amounts of pay increases reflected in the comparable employees' backpay schedules are based on payroll information received from Respondents for the comparable employees referenced in paragraph 4 above, throughout the backpay period. The pay increases were applied to the pay rates and the results appear in Schedules A through I.

8. Based upon Respondents' payroll records, cumulative weekly averages for each calendar quarter were used for the regular hours and overtime hours worked by Respondents' comparable employees during the backpay period. See Schedules A through I. The quarterly averages for all of these comparable employees were compiled in Schedule J and also included in Schedule K.

9. An appropriate measure of gross backpay can be obtained during each calendar quarter of the backpay period based upon the average cumulative hours worked by the comparable employees referenced above in paragraph 4. This can be determined by the average number of regular hours and overtime hours worked by these comparable employees each calendar quarter. The average weekly regular hours and average weekly overtime hours in a calendar quarter of the comparable employees can reasonably be projected as the likely regular hours and overtime hours the Charging Party would have worked each week during a calendar quarter had he continued to be employed by Respondents. See Schedule K.

10. Comparable employees' average weekly regular hours and average weekly overtime hours in a calendar quarter were compared to the interim earnings of the Charging Party each calendar quarter in his interim employment in order to determine the gross backpay due the Charging Party. During those weeks in which the Charging Party worked greater regular hours and overtime hours than the comparable employees' average, the Charging Party's hours were lowered to those of the comparable employees' average, pursuant to longstanding Board policy. All of the above produced the adjusted quarterly interim earnings for the Charging Party.

Both the bonuses awarded to the Charging Party and the bonuses awarded to the comparable employees (as averaged) were included in the backpay calculations. See Schedules J and K.

11. The total gross backpay is a component of total net backpay, which is calculated by subtracting the adjusted quarterly interim earnings from the comparable employees' quarterly average gross backpay, with no quarterly total net backpay amount being less than \$0.00. Based upon the above, the total net backpay amount due the Charging Party is \$17,362.62. See Schedule K.

12. There were no medical expenses incurred by the Charging Party, and therefore none were added to total net backpay.

13. As noted in paragraph 10, above, bonuses were included in the calculations. Whereas the bonuses awarded to the Charging Party were included in his adjusted quarterly interim earnings and were deducted from the comparable employees' average gross backpay, the bonuses awarded to the comparable employees themselves were averaged and included in a separate column of the backpay calculations, which totals \$5,020.68.

14. The Charging Party incurred necessary expenses in performing interim employment that he would not have otherwise incurred, such as mileage. In order for the Charging Party to retain his interim employment, it has been necessary that he commute greater distances to his interim employers than he had driven to his employment with Respondents. The mileage amount at the United States Governmental rate for the additional distances driven have been added as interim expenses to the net backpay. Based on the above, the Charging Party incurred quarterly interim expenses totaling \$22,792.57. See Schedules K and L.

15. In order to obtain the total net backpay and expenses owed to the Charging Party, it is necessary to add the quarterly interim expenses (paragraph 14) to the total net backpay and the total average bonuses for the comparable employees (paragraph 13), and then to deduct the adjusted quarterly interim earnings the Charging Party obtained. Based upon the above, the total net backpay, bonuses and expenses due the Charging Party is \$45,175.87.

16. In accordance with *Don Chavas, LLC d/b/a Tortillas Don Chavas*, 361 NLRB No. 10 (2014), compensated employees are entitled to be further compensated for the adverse tax consequences of receiving the lump-sum backpay for a period of over one year. If not for the unfair labor practices committed by Respondents, the backpay award for the Charging Party would have been paid over more than one year rather than paid in the year Respondents make final payment in the instant case. The backpay for this case should have been earned in 2013, 2014, 2015, and 2016, rather than exclusively in 2016.¹

(a). In order to determine what the appropriate excess tax award should be, where payable, the amount of federal and state taxes need to be determined for the backpay (but not the expenses) as if the monies were paid when they were earned throughout the backpay period, as described below in paragraph 16(c). Also, the amount of federal and state taxes need to be calculated for the lump sum payment if the payment was made this year, as described

¹ All information, including the amounts owed will need to be updated to reflect the actual year of payment.

below in paragraph 16(d). The excess tax liability is calculated as the difference between these two amounts.

(b). The amount of taxable income for each year is based on the calculations for backpay in this second amended compliance specification for 2013, 2014, 2015, and 2016, years in which backpay was earned, and the taxable income of the Charging Party is summarized in Schedule M. Using this taxable income for the various years, federal and state taxes were calculated using the federal and state tax rates for the appropriate years.² The federal rates are based on the Charging Party's filing taxes as Married Filing Jointly/Widower.

(c). The amount of taxes owed for 2013, 2014, and 2015 would have been the amounts set forth in Schedule M. The total of these amounts for federal taxes are \$1,275.86, and for state taxes are \$548.60.

(d). The total amount of the lump sum award that is subject to this excess tax award is \$12,758.62, and is set forth in Schedule M.³ The lump sum amount is based on the backpay calculations described in this second amended compliance specification.⁴ The amount of taxes owed in 2013, 2014, and 2015 is based on the current federal and state tax rates⁵ and on the fact that the Charging Party will be filing his income taxes as Married Filing Jointly. The amount of taxes owed on the lump sum is calculated as \$1,275.86 for federal taxes, and \$542.24 for state taxes, as shown in Schedule M.

(e). The adverse tax consequence is the difference between the amount of taxes on the lump sum amount being paid in 2016, \$1,275.86, for federal taxes, and the lump sum amount, \$548.60, for state taxes, and the amount of taxes that would have been charged if these amounts were paid when the backpay was earned in 2013, 2014, and 2015, \$1,275.86, for federal taxes and \$542.24, for state taxes. Thus, the excess tax liability is \$00.00 for federal taxes and \$00.00 for state taxes.

(f). Where it is payable, the excess tax liability payment that is to be made to the Charging Party is also taxable income and causes additional tax liabilities. Schedule M also includes a calculation for these supplemental taxes, where payable. This amount is called the incremental tax liability. The incremental tax includes all of the taxes that the Charging Party will owe on the excess tax payment. This incremental tax is calculated using the federal tax rate used for calculating taxes for the backpay award and the average state tax rate for 2016. Notwithstanding that there is no excess tax liability for the lump sum backpay payment, there will be a federal tax on the interest, \$119.88, and a state tax on the interest, \$50.95. As a result,

² The actual federal tax rates were used, while the state's average tax rate was used for these previous years.

³ The lump sum amount that is subject to the excess tax award includes interest as of December 2, 2016, on the net backpay in the amount of \$1,198.83. Interest should be included in the lump sum amount, notwithstanding that interest continues to accrue until the payment is made. Thus, the lump sum amount will need to be adjusted to include interest whenever the net backpay is paid to the Charging Party.

⁴ There is no excess tax liability for backpay that would have been earned in the year that the lump sum award is actually paid.

⁵ The actual federal tax rates were used for the current year, while an average state tax rate for the current year was used.

there will be an incremental tax on the interest owed, \$28.39. In sum, there is a total excess tax on the interest of \$199.22, as shown in Schedule M.

(g). A final component of excess tax liability is additional tax liability, which derives from the Charging Party being placed in a higher tax bracket based upon his additional income. This additional tax liability totals \$256.57, as shown in Schedule M.

17. Summarizing the facts and calculations specified above, and in the above-noted Schedules, Respondents are liable for the backpay due the Charging Party as described above. The obligation of Respondents to make the Charging Party whole under the enforced Board Order will be discharged by payment to the Charging Party of \$45,175.87, plus interest accrued to the date of payment and total excess tax liability of \$455.79, as described above in paragraph 16⁶, minus tax withholdings solely from the total net backpay and bonus portion, as required by Federal and State laws.

18. In accordance with *AdvoServ of New Jersey, Inc.*, 363 NLRB No. 143 (March 11, 2016), Respondents will be required to, within 21 days of the date that the amount of backpay is finally fixed, by agreement or by Board Order, file a report allocating backpay to calendar quarters with the Regional Director of Region Seven of the Board.

WHEREFORE, it is prayed that an Order be entered consistent with the above.

ANSWER REQUIREMENT

Respondents are notified that, pursuant to Sections 102.56 of the Board's Rules and Regulations, they must file an answer to the second amended compliance specification and notice of hearing. The answer must be received by this office on or before December 29, 2016 or posted marked on or before December 28, 2016. Unless filed electronically in a pdf format, Respondents should file an original and four copies of the answer with this office.

An answer may also be filed electronically by using the E-Filing system on the Agency's website. In order to file an answer electronically, access the Agency's website at <http://www.nlr.gov>, click on **E-File Documents**, enter the NLRB Case Number, and follow the detailed instructions. The responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that such answer be signed and sworn to by Respondents or by a duly authorized agent with appropriate power of attorney affixed. See Section 102.56(a). If the answer being filed electronically is a pdf document containing the required signature, no paper copies of the answer need to be transmitted to the Regional Office. However, if the electronic version of an answer to the second amended compliance specification is not a pdf file containing the required signature, then the E-filing rules

⁶ The amount of excess tax liability will need to be updated to reflect the actual date of payment.

require that such answer containing the required signature continue to be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing.

Service of the answer on each of the other parties must still be accomplished in conformance with the requirements of Section 102.114 of the Board's Rules and Regulations. The answer may not be filed by facsimile transmission.

As to all matters set forth in the second amended compliance specification that are within the knowledge of Respondents, including but not limited to the various factors entering into the computation of gross backpay, a general denial is not sufficient. See Section 102.56(b) of the Board's Rules and Regulations, a copy of which is attached. Rather, the answer must state the basis for any disagreement with any allegations that are within Respondents' knowledge, and set forth in detail Respondents' position as to the applicable premises and furnish supporting figures.

If no answer is filed or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the unanswered allegations in the second amended compliance specification are true. If the answer fails to deny allegation of the second amended compliance specification in the manner required under Section 102.56(b) of the Board's Rules and Regulations, and the failure to do so is not adequately explained, the Board may find those unanswered allegations in the second amended compliance specification are true and preclude Respondents from introducing any evidence controverting those allegations.

NOTICE OF HEARING

PLEASE TAKE NOTICE THAT on Tuesday, January 10, 2017, 10:00 a.m. at the Patrick V. McNamara Federal Building, Room 300, 477 Michigan Avenue, Detroit, Michigan 48226, and on consecutive days thereafter until concluded, a hearing will be conducted before an administrative law judge of the National Labor Relations Board. At the hearing, Respondents and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this second amended compliance specification. The procedures to be followed at the hearing are described in the attached Form NLRB-4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

Dated at Detroit, Michigan, this 8th day of December 2016.

/s/ Dennis R. Boren

Dennis R. Boren, Acting Regional Director
National Labor Relations Board
Region Seven
Patrick V. McNamara Federal Building
477 Michigan Avenue, Room 300
Detroit, MI 48226

Attachments

BOARD'S RULES AND REGULATIONS

SEC. 102.56 *Answer to compliance specification*

(a) *Filing and service of answer; form.* — Each respondent alleged in the specification to have compliance obligations shall, within 21 days from the service of the specification, file an original and four copies of an answer thereto with the Regional Director issuing the specification, and shall immediately serve a copy thereof on the other parties. The answer to the specification shall be in writing, the original being signed and sworn to by the respondent or by a duly authorized agent with appropriate power of attorney affixed, and shall contain the mailing address of the respondent.

(b) *Contents of answer to specification.* — The answer shall specifically admit, deny, or explain each and every allegation of the specification, unless the respondent is without knowledge, in which case the respondent shall so state, such statement operating as a denial. Denials shall fairly meet the substance of the allegations of the specification at issue. When a respondent intends to deny only a part of an allegation, the respondent shall specify so much of it as is true and shall deny only the remainder. As to all matters within the knowledge of the respondent, including but not limited to the various factors entering into the computation of gross backpay, a general denial shall not suffice. As to such matters, if the respondent disputes either the accuracy of the figures in the specification or the premises on which they are based, the answer shall specifically state the basis for such disagreement, setting forth in detail the respondent's position as to the applicable premises and furnishing the appropriate supporting figures.

(c) *Effect of failure to answer or to plead specifically and in detail to backpay allegations of specifications.* — If the respondent fails to file any answer to the specification within the time prescribed by this section, the Board may, either with or without taking evidence in support of the allegations of the specification and without further notice to the respondent, find the specification to be true and enter such order as may be appropriate. If the respondent files an answer to the specification but fails to deny any allegation of the specification in the manner required by paragraph (b) of this section, and the failure so to deny is not adequately explained, such allegation shall be deemed to be admitted to be true, and may be so found by the Board without the taking of evidence supporting such allegation, and the respondent shall be precluded from introducing any evidence controverting the allegation.

(d) *Extension of time for filing answer to specification.* — Upon the Regional Director's own motion or upon proper cause shown by any respondent, the Regional Director issuing the compliance specification and notice of hearing may by written order extend the time within which the answer to the specification shall be filed.

(e) *Amendment to answer.* — Following the amendment of the specification by the Regional Director, any respondent affected by the amendment may amend its answer thereto.

Procedures in NLRB Unfair Labor Practice Hearings

The attached complaint has scheduled a hearing that will be conducted by an administrative law judge (ALJ) of the National Labor Relations Board who will be an independent, impartial finder of facts and applicable law. **You may be represented at this hearing by an attorney or other representative.** If you are not currently represented by an attorney, and wish to have one represent you at the hearing, you should make such arrangements as soon as possible. A more complete description of the hearing process and the ALJ's role may be found at Sections 102.34, 102.35, and 102.45 of the Board's Rules and Regulations. The Board's Rules and regulations are available at the following link: www.nlr.gov/sites/default/files/attachments/basic-page/node-1717/rules_and_regs_part_102.pdf.

The NLRB allows you to file certain documents electronically and you are encouraged to do so because it ensures that your government resources are used efficiently. To e-file go to the NLRB's website at www.nlr.gov, click on "e-file documents," enter the 10-digit case number on the complaint (the first number if there is more than one), and follow the prompts. You will receive a confirmation number and an e-mail notification that the documents were successfully filed.

Although this matter is set for trial, this does not mean that this matter cannot be resolved through a settlement agreement. The NLRB recognizes that adjustments or settlements consistent with the policies of the National Labor Relations Act reduce government expenditures and promote amity in labor relations and encourages the parties to engage in settlement efforts.

I. BEFORE THE HEARING

The rules pertaining to the Board's pre-hearing procedures, including rules concerning filing an answer, requesting a postponement, filing other motions, and obtaining subpoenas to compel the attendance of witnesses and production of documents from other parties, may be found at Sections 102.20 through 102.32 of the Board's Rules and Regulations. In addition, you should be aware of the following:

- **Special Needs:** If you or any of the witnesses you wish to have testify at the hearing have special needs and require auxiliary aids to participate in the hearing, you should notify the Regional Director as soon as possible and request the necessary assistance. Assistance will be provided to persons who have handicaps falling within the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, and 29 C.F.R. 100.603.
- **Pre-hearing Conference:** One or more weeks before the hearing, the ALJ may conduct a telephonic prehearing conference with the parties. During the conference, the ALJ will explore whether the case may be settled, discuss the issues to be litigated and any logistical issues related to the hearing, and attempt to resolve or narrow outstanding issues, such as disputes relating to subpoenaed witnesses and documents. This conference is usually not recorded, but during the hearing the ALJ or the parties sometimes refer to discussions at the pre-hearing conference. You do not have to wait until the prehearing conference to meet with the other parties to discuss settling this case or any other issues.

II. DURING THE HEARING

The rules pertaining to the Board's hearing procedures are found at Sections 102.34 through 102.43 of the Board's Rules and Regulations. Please note in particular the following:

- **Witnesses and Evidence:** At the hearing, you will have the right to call, examine, and cross-examine witnesses and to introduce into the record documents and other evidence.
- **Exhibits:** Each exhibit offered in evidence must be provided in duplicate to the court reporter and a copy of each of each exhibit should be supplied to the ALJ and each party when the exhibit is offered in evidence. If a copy of any exhibit is not available when the original is received, it will be the responsibility of the party offering such exhibit to submit the copy to the ALJ before the close of hearing. If a copy is not

(OVER)

Form NLRB-4668
(6-2014)

submitted, and the filing has not been waived by the ALJ, any ruling receiving the exhibit may be rescinded and the exhibit rejected.

- **Transcripts:** An official court reporter will make the only official transcript of the proceedings, and all citations in briefs and arguments must refer to the official record. The Board will not certify any transcript other than the official transcript for use in any court litigation. Proposed corrections of the transcript should be submitted, either by way of stipulation or motion, to the ALJ for approval. Everything said at the hearing while the hearing is in session will be recorded by the official reporter unless the ALJ specifically directs off-the-record discussion. If any party wishes to make off-the-record statements, a request to go off the record should be directed to the ALJ.
- **Oral Argument:** You are entitled, on request, to a reasonable period of time at the close of the hearing for oral argument, which shall be included in the transcript of the hearing. Alternatively, the ALJ may ask for oral argument if, at the close of the hearing, if it is believed that such argument would be beneficial to the understanding of the contentions of the parties and the factual issues involved.
- **Date for Filing Post-Hearing Brief:** Before the hearing closes, you may request to file a written brief or proposed findings and conclusions, or both, with the ALJ. The ALJ has the discretion to grant this request and to will set a deadline for filing, up to 35 days.

III. AFTER THE HEARING

The Rules pertaining to filing post-hearing briefs and the procedures after the ALJ issues a decision are found at Sections 102.42 through 102.48 of the Board's Rules and Regulations. Please note in particular the following:

- **Extension of Time for Filing Brief with the ALJ:** If you need an extension of time to file a post-hearing brief, you must follow Section 102.42 of the Board's Rules and Regulations, which requires you to file a request with the appropriate chief or associate chief administrative law judge, depending on where the trial occurred. You must immediately serve a copy of any request for an extension of time on all other parties and furnish proof of that service with your request. You are encouraged to seek the agreement of the other parties and state their positions in your request.
- **ALJ's Decision:** In due course, the ALJ will prepare and file with the Board a decision in this matter. Upon receipt of this decision, the Board will enter an order transferring the case to the Board and specifying when exceptions are due to the ALJ's decision. The Board will serve copies of that order and the ALJ's decision on all parties.
- **Exceptions to the ALJ's Decision:** The procedure to be followed with respect to appealing all or any part of the ALJ's decision (by filing exceptions with the Board), submitting briefs, requests for oral argument before the Board, and related matters is set forth in the Board's Rules and Regulations, particularly in Section 102.46 and following sections. A summary of the more pertinent of these provisions will be provided to the parties with the order transferring the matter to the Board.

NLRB Backpay Calculation

1

Case Name: Lou's Transport, Inc.												
Case Number: 07-CA-102517												
Claimant: Buchner, Michael								Backpay period:		Schedule A		
								3/27/13 - 3/4/16		Interest calculated to:		
										Not Applicable		
Year	Qtr	Week End	Reg Hrs	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Bonuses	Net Backpay & Expenses	
2013	2	4/6	39.11	20.98	\$ 14.49	\$1,022.70						
2013	2	4/13	39.11	20.98	\$ 14.49	\$1,022.70						
2013	2	4/20	39.11	20.98	\$ 14.49	\$1,022.70						
2013	2	4/27	39.11	20.98	\$ 14.49	\$1,022.70						
2013	2	5/4	39.11	20.98	\$ 14.49	\$1,022.70						
2013	2	5/11	39.11	20.98	\$ 15.20	\$1,072.82						
2013	2	5/18	39.11	20.98	\$ 15.20	\$1,072.82						
2013	2	5/25	39.11	20.98	\$ 15.20	\$1,072.82						
2013	2	6/1	39.11	20.98	\$ 15.20	\$1,072.82						
2013	2	6/8	39.11	20.98	\$ 15.20	\$1,072.82						
2013	2	6/15	39.11	20.98	\$ 15.20	\$1,072.82						
2013	2	6/22	39.11	20.98	\$ 15.20	\$1,072.82						
2013	2	6/29	39.11	20.98	\$ 15.20	\$1,072.82						
2013	2	Total				\$ 13,696.05		\$ 13,696.05	-	-	\$ 13,696.05	
2013	3	7/6	40.00	26.21	\$ 15.20	\$1,205.59						
2013	3	7/13	40.00	26.21	\$ 15.20	\$1,205.59						
2013	3	7/20	40.00	26.21	\$ 15.20	\$1,205.59						
2013	3	7/27	40.00	26.21	\$ 15.20	\$1,205.59						
2013	3	8/3	40.00	26.21	\$ 15.20	\$1,205.59						
2013	3	8/10	40.00	26.21	\$ 15.20	\$1,205.59						
2013	3	8/17	40.00	26.21	\$ 15.20	\$1,205.59						
2013	3	8/24	40.00	26.21	\$ 15.20	\$1,205.59						
2013	3	8/31	40.00	26.21	\$ 15.20	\$1,205.59						
2013	3	9/7	40.00	26.21	\$ 15.20	\$1,205.59						
2013	3	9/14	40.00	26.21	\$ 15.20	\$1,205.59						
2013	3	9/21	40.00	26.21	\$ 15.20	\$1,205.59						
2013	3	9/28	40.00	26.21	\$ 15.20	\$1,205.59						
2013	3	Total				\$ 15,672.64		\$ 15,672.64	-	-	\$ 15,672.64	
2013	4	10/5	39.25	18.78	\$ 15.20	\$1,024.77						
2013	4	10/12	39.25	18.78	\$ 15.20	\$1,024.77						
2013	4	10/19	39.25	18.78	\$ 15.20	\$1,024.77						
2013	4	10/26	39.25	18.78	\$ 15.20	\$1,024.77						
2013	4	11/2	39.25	18.78	\$ 15.20	\$1,024.77						
2013	4	11/9	39.25	18.78	\$ 15.20	\$1,024.77						
2013	4	11/16	39.25	18.78	\$ 15.20	\$1,024.77						
2013	4	11/23	39.25	18.78	\$ 15.20	\$1,024.77						
2013	4	11/30	39.25	18.78	\$ 15.20	\$1,024.77						
2013	4	12/7	39.25	18.78	\$ 15.20	\$1,024.77						
2013	4	12/14	39.25	18.78	\$ 15.20	\$1,024.77						
2013	4	12/21	39.25	18.78	\$ 15.20	\$1,024.77						
2013	4	12/28	39.25	18.78	\$ 15.20	\$1,024.77						
2013	4	Total				\$13,321.96		\$13,321.96	-	-	\$ 13,321.96	

NLRB Backpay Calculation

2

		Case Name:		Lou's Transport, Inc.								
		Case Number:		07-CA-102517					Backpay period:		Schedule A	
		Claimant:		Buchner, Michael					3/27/13 - 3/4/16		Interest calculated to:	Not Applicable
Year	Qtr	Week End	Reg Hrs	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Bonuses	Net Backpay & Expenses	
2014	1	1/4	25.42	1.88	\$ 17.25	\$487.14						
2014	1	1/11	25.42	1.88	\$ 17.25	\$487.14						
2014	1	1/18	25.42	1.88	\$ 17.25	\$487.14						
2014	1	1/25	25.42	1.88	\$ 17.25	\$487.14						
2014	1	2/1	25.42	1.88	\$ 17.25	\$487.14						
2014	1	2/8	25.42	1.88	\$ 17.25	\$487.14						
2014	1	2/15	25.42	1.88	\$ 17.25	\$487.14						
2014	1	2/22	25.42	1.88	\$ 17.25	\$487.14						
2014	1	3/1	25.42	1.88	\$ 17.25	\$487.14						
2014	1	3/8	25.42	1.88	\$ 17.25	\$487.14						
2014	1	3/15	25.42	1.88	\$ 17.25	\$487.14						
2014	1	3/22	25.42	1.88	\$ 17.25	\$487.14						
2014	1	3/29	25.42	1.88	\$ 17.25	\$487.14						
2014	1	Total				\$6,332.82		\$6,332.82	-	-	\$ 6,332.82	
2014	2	4/5	33.84	17.52	\$ 17.25	\$1,037.07						
2014	2	4/12	33.84	17.52	\$ 17.25	\$1,037.07						
2014	2	4/19	33.84	17.52	\$ 17.25	\$1,037.07						
2014	2	4/26	33.84	17.52	\$ 17.25	\$1,037.07						
2014	2	5/3	33.84	17.52	\$ 17.25	\$1,037.07						
2014	2	5/10	33.84	17.52	\$ 17.25	\$1,037.07						
2014	2	5/17	33.84	17.52	\$ 17.25	\$1,037.07						
2014	2	5/24	33.84	17.52	\$ 17.25	\$1,037.07						
2014	2	5/31	33.84	17.52	\$ 17.25	\$1,037.07						
2014	2	6/7	33.84	17.52	\$ 17.25	\$1,037.07						
2014	2	6/14	33.84	17.52	\$ 17.25	\$1,037.07						
2014	2	6/21	33.84	17.52	\$ 17.25	\$1,037.07						
2014	2	6/28	33.84	17.52	\$ 17.25	\$1,037.07						
2014	2	Total				\$ 13,481.91		\$13,481.91	-	-	\$ 13,481.91	
2014	3	7/5	36.69	21.23	\$ 17.25	\$ 1,182.23						
2014	3	7/12	36.69	21.23	\$ 17.25	\$ 1,182.23						
2014	3	7/19	36.69	21.23	\$ 17.25	\$ 1,182.23						
2014	3	7/26	36.69	21.23	\$ 17.25	\$ 1,182.23						
2014	3	8/2	36.69	21.23	\$ 17.25	\$ 1,182.23						
2014	3	8/9	36.69	21.23	\$ 17.25	\$ 1,182.23						
2014	3	8/16	36.69	21.23	\$ 17.25	\$ 1,182.23						
2014	3	8/23	36.69	21.23	\$ 17.25	\$ 1,182.23						
2014	3	8/30	36.69	21.23	\$ 17.25	\$ 1,182.23						
2014	3	9/6	36.69	21.23	\$ 17.25	\$ 1,182.23						
2014	3	9/13	36.69	21.23	\$ 17.25	\$ 1,182.23						
2014	3	9/20	36.69	21.23	\$ 17.25	\$ 1,182.23						
2014	3	9/27	36.69	21.23	\$ 17.25	\$ 1,182.23						
2014	3	Total				\$ 15,368.97		\$15,368.97	-	-	\$ 15,368.97	

NLRB Backpay Calculation

3

Case Name:			Lou's Transport, Inc.								
Case Number:			07-CA-102517						Backpay period:		Schedule A
Claimant:			Buchner, Michael						3/27/13 - 3/4/16		Interest calculated to:
											Not Applicable
Year	Qtr	Week End	Reg Hrs	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Bonuses	Net Backpay & Expenses
2014	4	10/4	23.02	8.57	\$ 17.25	\$618.84					
2014	4	10/11	23.02	8.57	\$ 17.25	\$618.84					
2014	4	10/18	23.02	8.57	\$ 17.25	\$618.84					
2014	4	10/25	23.02	8.57	\$ 17.25	\$618.84					
2014	4	11/1	23.02	8.57	\$ 17.25	\$618.84					
2014	4	11/8	23.02	8.57	\$ 17.25	\$618.84					
2014	4	11/15	23.02	8.57	\$ 17.25	\$618.84					
2014	4	11/22	23.02	8.57	\$ 17.25	\$618.84					
2014	4	11/29	23.02	8.57	\$ 17.25	\$618.84					
2014	4	12/6	23.02	8.57	\$ 17.25	\$618.84				\$ 1,200.00	
2014	4	12/13	23.02	8.57	\$ 17.25	\$618.84					
2014	4	12/20	23.02	8.57	\$ 17.25	\$618.84					
2014	4	12/27	23.02	8.57	\$ 17.25	\$618.84					
2014	4	Total				\$8,044.97		\$8,044.97	-	\$ 1,200.00	\$ 9,244.97
2015	1	1/3	25.33	4.03	\$ 17.25	\$541.22					
2015	1	1/10	25.33	4.03	\$ 17.25	\$541.22					
2015	1	1/17	25.33	4.03	\$ 17.25	\$541.22					
2015	1	1/24	25.33	4.03	\$ 17.25	\$541.22					
2015	1	1/31	25.33	4.03	\$ 17.25	\$541.22					
2015	1	2/7	25.33	4.03	\$ 17.25	\$541.22					
2015	1	2/14	25.33	4.03	\$ 17.25	\$541.22					
2015	1	2/21	25.33	4.03	\$ 17.25	\$541.22					
2015	1	2/28	25.33	4.03	\$ 17.25	\$541.22					
2015	1	3/7	25.33	4.03	\$ 17.25	\$541.22					
2015	1	3/14	25.33	4.03	\$ 17.25	\$541.22					
2015	1	3/21	25.33	4.03	\$ 17.25	\$541.22					
2015	1	3/28	25.33	4.03	\$ 17.25	\$541.22					
2015	1	Total				\$7,035.84		\$7,035.84	-	-	\$ 7,035.84
2015	2	4/4	40	21.73	\$ 17.25	\$1,252.26					
2015	2	4/11	40	21.73	\$ 17.25	\$1,252.26					
2015	2	4/18	40	21.73	\$ 17.25	\$1,252.26					
2015	2	4/25	40	21.73	\$ 17.25	\$1,252.26					
2015	2	5/2	40	21.73	\$ 17.25	\$1,252.26					
2015	2	5/9	40	21.73	\$ 17.25	\$1,252.26					
2015	2	5/16	40	21.73	\$ 17.25	\$1,252.26					
2015	2	5/23	40	21.73	\$ 17.25	\$1,252.26					
2015	2	5/30	40	21.73	\$ 17.25	\$1,252.26					
2015	2	6/6	40	21.73	\$ 17.25	\$1,252.26					
2015	2	6/13	40	21.73	\$ 17.25	\$1,252.26					
2015	2	6/20	40	21.73	\$ 17.25	\$1,252.26					
2015	2	6/27	40	21.73	\$ 17.25	\$1,252.26					
2015	2	Total				\$16,279.43		\$16,279.43	-	-	\$ 16,279.43

NLRB Backpay Calculation

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Case Name: Lou's Transport, Inc.															
Case Number: 07-CA-102517												Backpay period:		Schedule A	
Claimant: Buchner, Michael												3/27/13 - 3/4/16		Interest calculated to:	Not Applicable
Year	Qtr	Week End	Reg Hrs	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Bonuses	Net Backpay & Expenses				
2015	3	7/4	40	22.23	\$ 17.25	\$1,265.20									
2015	3	7/11	40	22.23	\$ 17.25	\$1,265.20									
2015	3	7/18	40	22.23	\$ 17.25	\$1,265.20									
2015	3	7/25	40	22.23	\$ 17.25	\$1,265.20									
2015	3	8/1	40	22.23	\$ 17.25	\$1,265.20									
2015	3	8/8	40	22.23	\$ 17.25	\$1,265.20									
2015	3	8/15	40	22.23	\$ 17.25	\$1,265.20									
2015	3	8/22	40	22.23	\$ 17.25	\$1,265.20									
2015	3	8/29	40	22.23	\$ 17.25	\$1,265.20									
2015	3	9/5	40	22.23	\$ 17.25	\$1,265.20									
2015	3	9/12	40	22.23	\$ 17.25	\$1,265.20									
2015	3	9/19	40	22.23	\$ 17.25	\$1,265.20									
2015	3	9/26	40	22.23	\$ 17.25	\$1,265.20									
2015	3	Total				\$16,447.62		\$16,447.62	-	-	\$ 16,447.62				
2015	4	10/3	21.73	11.82	\$ 17.25	\$ 680.69									
2015	4	10/10	21.73	11.82	\$ 17.25	\$ 680.69									
2015	4	10/17	21.73	11.82	\$ 17.25	\$ 680.69									
2015	4	10/24	21.73	11.82	\$ 17.25	\$ 680.69									
2015	4	10/31	21.73	11.82	\$ 17.25	\$ 680.69									
2015	4	11/7	21.73	11.82	\$ 17.25	\$ 680.69									
2015	4	11/14	21.73	11.82	\$ 17.25	\$ 680.69									
2015	4	11/21	21.73	11.82	\$ 17.25	\$ 680.69									
2015	4	11/28	21.73	11.82	\$ 17.25	\$ 680.69									
2015	4	12/5	21.73	11.82	\$ 17.25	\$ 680.69				\$ 3,000.00					
2015	4	12/12	21.73	11.82	\$ 17.25	\$ 680.69									
2015	4	12/19	21.73	11.82	\$ 17.25	\$ 680.69									
2015	4	12/26	21.73	11.82	\$ 17.25	\$ 680.69									
2015	4	Total				\$8,848.91		\$8,848.91	-	\$ 3,000.00	\$ 11,848.91				
2016	1	1/2	18.173	1.69	\$ 17.25	\$357.27									
2016	1	1/9	18.173	1.69	\$ 17.25	\$357.27									
2016	1	1/16	18.173	1.69	\$ 17.25	\$357.27									
2016	1	1/23	18.173	1.69	\$ 17.25	\$357.27									
2016	1	1/30	18.173	1.69	\$ 17.25	\$357.27									
2016	1	2/6	18.173	1.69	\$ 17.25	\$357.27									
2016	1	2/13	18.173	1.69	\$ 17.25	\$357.27									
2016	1	2/20	18.173	1.69	\$ 17.25	\$357.27									
2016	1	2/27	18.173	1.69	\$ 17.25	\$357.27									
2016	1	3/5	18.173	1.69	\$ 17.25	\$357.27									
2016	1	3/12	18.173	1.69	\$ 17.25	\$357.27									
2016	1	3/19	18.173	1.69	\$ 17.25	\$357.27									
2016	1	3/26	18.173	1.69	\$ 17.25	\$357.27									
2016	1	Total				\$4,644.56		\$4,644.56	-	-	\$ 4,644.56				

		Case Name: Lou's Transport, Inc.									
		Case Number: 07-CA-102517						Backpay period:		Schedule A	
		Claimant: Buchner, Michael						3/27/13 - 3/4/16		Interest calculated to: Not Applicable	
Year	Qtr	Week End	Reg Hrs	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Bonuses	Net Backpay & Expenses
							Totals	\$139,175.69	-	\$ 4,200.00	\$143,375.69
								Daily Compound Interest (N/A)			\$
								Total Backpay, Expenses and Interest			\$143,375.69
Notes											
1/	Quarters averaged.										
2/	2013 - Average hours based on summary info. provided by Respondents.										
3/	2015 - Based on information provided by Respondents.										
4/	2013-2016 regular and overtime hours averaged each quarter.										
5/											
6/											
7/											
8/											
9/											
10/											
11/											
12/											

NLRB Backpay Calculation

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		Case Name: Lou's Transport, Inc.									
		Case Number: 07-CA-102517						Backpay period:		Schedule B	
		Claimant: Clem, Jeffrey						3/27/13 - 8/22/16		Interest calculated to:	Not Applicable
Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Bonuses	Net Backpay & Expenses
2013	2	4/6	24.61	13.73	\$ 15.91	\$719.21					
2013	2	4/13	24.61	13.73	\$ 15.91	\$719.21					
2013	2	4/20	24.61	13.73	\$ 15.91	\$719.21					
2013	2	4/27	24.61	13.73	\$ 15.91	\$719.21					
2013	2	5/4	24.61	13.73	\$ 15.91	\$719.21					
2013	2	5/11	24.61	13.73	\$ 15.91	\$719.21					
2013	2	5/18	24.61	13.73	\$ 15.91	\$719.21					
2013	2	5/25	24.61	13.73	\$ 15.91	\$719.21					
2013	2	6/1	24.61	13.73	\$ 15.91	\$719.21					
2013	2	6/8	24.61	13.73	\$ 15.91	\$719.21					
2013	2	6/15	24.61	13.73	\$ 15.91	\$719.21					
2013	2	6/22	24.61	13.73	\$ 15.91	\$719.21					
2013	2	6/29	24.61	13.73	\$ 15.91	\$719.21					
2013	2	Total				\$ 9,349.75		\$9,349.75	-	-	\$ 9,349.75
2013	3	7/6	40.00	26.05	\$ 15.91	\$1,258.08					
2013	3	7/13	40.00	26.05	\$ 15.91	\$1,258.08					
2013	3	7/20	40.00	26.05	\$ 15.91	\$1,258.08					
2013	3	7/27	40.00	26.05	\$ 15.91	\$1,258.08					
2013	3	8/3	40.00	26.05	\$ 15.91	\$1,258.08					
2013	3	8/10	40.00	26.05	\$ 15.91	\$1,258.08					
2013	3	8/17	40.00	26.05	\$ 15.91	\$1,258.08				\$ 651.88	
2013	3	8/24	40.00	26.05	\$ 15.91	\$1,258.08					
2013	3	8/31	40.00	26.05	\$ 15.91	\$1,258.08					
2013	3	9/7	40.00	26.05	\$ 15.91	\$1,258.08					
2013	3	9/14	40.00	26.05	\$ 15.91	\$1,258.08					
2013	3	9/21	40.00	26.05	\$ 15.91	\$1,258.08					
2013	3	9/28	40.00	26.05	\$ 15.91	\$1,258.08					
2013	3	Total				\$ 16,355.08		\$ 16,355.08	-	\$ 651.88	\$ 17,006.96
2013	4	10/5	30.04	17.13	\$ 15.91	\$886.74					
2013	4	10/12	30.04	17.13	\$ 15.91	\$886.74					
2013	4	10/19	30.04	17.13	\$ 15.91	\$886.74					
2013	4	10/26	30.04	17.13	\$ 15.91	\$886.74					
2013	4	11/2	30.04	17.13	\$ 15.91	\$886.74					
2013	4	11/9	30.04	17.13	\$ 15.91	\$886.74					
2013	4	11/16	30.04	17.13	\$ 15.91	\$886.74					
2013	4	11/23	30.04	17.13	\$ 15.91	\$886.74					
2013	4	11/30	30.04	17.13	\$ 15.91	\$886.74					
2013	4	12/7	30.04	17.13	\$ 15.91	\$886.74					
2013	4	12/14	30.04	17.13	\$ 15.91	\$886.74					
2013	4	12/21	30.04	17.13	\$ 15.91	\$886.74					
2013	4	12/28	30.04	17.13	\$ 15.91	\$886.74					
2013	4	Total				\$11,527.67		\$11,527.67	-	-	\$ 11,527.67

Case Name: Lou's Transport, Inc.											
Case Number: 07-CA-102517								Backpay period:		Schedule B	
Claimant: Clem, Jeffrey								3/27/13 - 8/22/16		Interest calculated to:	Not Applicable
Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Bonuses	Net Backpay & Expenses
2014	1	1/4	0	0.00	\$ -	\$0.00					
2014	1	1/11	0	0.00	\$ -	\$0.00					
2014	1	1/18	0	0.00	\$ -	\$0.00					
2014	1	1/25	0	0.00	\$ -	\$0.00					
2014	1	2/1	0	0.00	\$ -	\$0.00					
2014	1	2/8	0	0.00	\$ -	\$0.00					
2014	1	2/15	0	0.00	\$ -	\$0.00					
2014	1	2/22	0	0.00	\$ -	\$0.00					
2014	1	3/1	0	0.00	\$ -	\$0.00					
2014	1	3/8	0	0.00	\$ -	\$0.00					
2014	1	3/15	0	0.00	\$ -	\$0.00					
2014	1	3/22	0	0.00	\$ -	\$0.00					
2014	1	3/29	0.1	0.00	\$ 17.25	\$1.73	\$ 1.73				
2014	1	Total				\$1.73	\$ 1.73	\$0.00	-	-	\$0.00
2014	2	4/5	30.76	19.05	\$ 17.25	\$1,023.53					
2014	2	4/12	30.76	19.05	\$ 17.25	\$1,023.53					
2014	2	4/19	30.76	19.05	\$ 17.25	\$1,023.53					
2014	2	4/26	30.76	19.05	\$ 17.25	\$1,023.53					
2014	2	5/3	30.76	19.05	\$ 17.25	\$1,023.53					
2014	2	5/10	30.76	19.05	\$ 17.25	\$1,023.53					
2014	2	5/17	30.76	19.05	\$ 17.25	\$1,023.53					
2014	2	5/24	30.76	19.05	\$ 17.25	\$1,023.53					
2014	2	5/31	30.76	19.05	\$ 17.25	\$1,023.53					
2014	2	6/7	30.76	19.05	\$ 17.25	\$1,023.53					
2014	2	6/14	30.76	19.05	\$ 17.25	\$1,023.53					
2014	2	6/21	30.76	19.05	\$ 17.25	\$1,023.53					
2014	2	6/28	30.76	19.05	\$ 17.25	\$1,023.53					
2014	2	Total				\$ 13,305.87		\$13,305.87	-	-	\$ 13,305.87
2014	3	7/5	28.15	15.69	\$ 17.25	\$ 891.57					
2014	3	7/12	28.15	15.69	\$ 17.25	\$ 891.57					
2014	3	7/19	28.15	15.69	\$ 17.25	\$ 891.57					
2014	3	7/26	28.15	15.69	\$ 17.25	\$ 891.57					
2014	3	8/2	28.15	15.69	\$ 17.25	\$ 891.57					
2014	3	8/9	28.15	15.69	\$ 17.25	\$ 891.57					
2014	3	8/16	28.15	15.69	\$ 17.25	\$ 891.57					
2014	3	8/23	28.15	15.69	\$ 17.25	\$ 891.57					
2014	3	8/30	28.15	15.69	\$ 17.25	\$ 891.57					
2014	3	9/6	28.15	15.69	\$ 17.25	\$ 891.57					
2014	3	9/13	28.15	15.69	\$ 17.25	\$ 891.57					
2014	3	9/20	28.15	15.69	\$ 17.25	\$ 891.57					
2014	3	9/27	28.15	15.69	\$ 17.25	\$ 891.57					
2014	3	Total				\$ 11,590.36		\$11,590.36	-	-	\$ 11,590.36

NLRB Backpay Calculation

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Case Name: Lou's Transport, Inc.											
Case Number: 07-CA-102517											
Claimant: Clem, Jeffrey											
Backpay period: 3/27/13 - 8/22/16								Schedule B		Interest calculated to:	
								Not Applicable			
Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Bonuses	Net Backpay & Expenses
2014	4	10/4	39.21	21.28	\$ 17.25	\$1,226.99					
2014	4	10/11	39.21	21.28	\$ 17.25	\$1,226.99					
2014	4	10/18	39.21	21.28	\$ 17.25	\$1,226.99					
2014	4	10/25	39.21	21.28	\$ 17.25	\$1,226.99					
2014	4	11/1	39.21	21.28	\$ 17.25	\$1,226.99					
2014	4	11/8	39.21	21.28	\$ 17.25	\$1,226.99					
2014	4	11/15	39.21	21.28	\$ 17.25	\$1,226.99					
2014	4	11/22	39.21	21.28	\$ 17.25	\$1,226.99					
2014	4	11/29	39.21	21.28	\$ 17.25	\$1,226.99					
2014	4	12/6	39.21	21.28	\$ 17.25	\$1,226.99				\$ 1,200.00	
2014	4	12/13	39.21	21.28	\$ 17.25	\$1,226.99					
2014	4	12/20	39.21	21.28	\$ 17.25	\$1,226.99					
2014	4	12/27	39.21	21.28	\$ 17.25	\$1,226.99					
2014	4	Total				\$15,950.90		\$15,950.90	-	\$ 1,200.00	\$ 17,150.90
2015	1	1/3	14.71	1.25	\$ 17.25	\$286.09					
2015	1	1/10	14.71	1.25	\$ 17.25	\$286.09					
2015	1	1/17	14.71	1.25	\$ 17.25	\$286.09					
2015	1	1/24	14.71	1.25	\$ 17.25	\$286.09					
2015	1	1/31	14.71	1.25	\$ 17.25	\$286.09					
2015	1	2/7	14.71	1.25	\$ 17.25	\$286.09					
2015	1	2/14	14.71	1.25	\$ 17.25	\$286.09					
2015	1	2/21	14.71	1.25	\$ 17.25	\$286.09					
2015	1	2/28	14.71	1.25	\$ 17.25	\$286.09					
2015	1	3/7	14.71	1.25	\$ 17.25	\$286.09					
2015	1	3/14	14.71	1.25	\$ 17.25	\$286.09					
2015	1	3/21	14.71	1.25	\$ 17.25	\$286.09					
2015	1	3/28	14.71	1.25	\$ 17.25	\$286.09					
2015	1	Total				\$3,719.19		\$3,719.19	-	-	\$ 3,719.19
2015	2	4/4	40	20.09	\$ 17.25	\$1,209.83					
2015	2	4/11	40	20.09	\$ 17.25	\$1,209.83					
2015	2	4/18	40	20.09	\$ 17.25	\$1,209.83					
2015	2	4/25	40	20.09	\$ 17.25	\$1,209.83					
2015	2	5/2	40	20.09	\$ 17.25	\$1,209.83					
2015	2	5/9	40	20.09	\$ 17.25	\$1,209.83					
2015	2	5/16	40	20.09	\$ 17.25	\$1,209.83					
2015	2	5/23	40	20.09	\$ 17.25	\$1,209.83					
2015	2	5/30	40	20.09	\$ 17.25	\$1,209.83					
2015	2	6/6	40	20.09	\$ 17.25	\$1,209.83					
2015	2	6/13	40	20.09	\$ 17.25	\$1,209.83					
2015	2	6/20	40	20.09	\$ 17.25	\$1,209.83					
2015	2	6/27	40	20.09	\$ 17.25	\$1,209.83					
2015	2	Total				\$15,727.77		\$15,727.77	-	-	\$ 15,727.77

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		Case Name:		Lou's Transport, Inc.											
		Case Number:		07-CA-102517						Backpay period:		Schedule B			
		Claimant:		Clem, Jeffrey						3/27/13 - 8/22/16		Interest calculated to:		Not Applicable	
Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Bonuses	Net Backpay & Expenses				
2015	3	7/4	36.92	21.28	\$ 17.25	\$1,187.49									
2015	3	7/11	36.92	21.28	\$ 17.25	\$1,187.49									
2015	3	7/18	36.92	21.28	\$ 17.25	\$1,187.49									
2015	3	7/25	36.92	21.28	\$ 17.25	\$1,187.49									
2015	3	8/1	36.92	21.28	\$ 17.25	\$1,187.49									
2015	3	8/8	36.92	21.28	\$ 17.25	\$1,187.49									
2015	3	8/15	36.92	21.28	\$ 17.25	\$1,187.49									
2015	3	8/22	36.92	21.28	\$ 17.25	\$1,187.49				\$ 651.88					
2015	3	8/29	36.92	21.28	\$ 17.25	\$1,187.49									
2015	3	9/5	36.92	21.28	\$ 17.25	\$1,187.49									
2015	3	9/12	36.92	21.28	\$ 17.25	\$1,187.49									
2015	3	9/19	36.92	21.28	\$ 17.25	\$1,187.49									
2015	3	9/26	36.92	21.28	\$ 17.25	\$1,187.49									
2015	3	Total				\$15,437.37		\$15,437.37	-	\$ 651.88	\$ 16,089.25				
2015	4	10/3	28.40	13.15	\$ 17.25	\$ 830.16									
2015	4	10/10	28.40	13.15	\$ 17.25	\$ 830.16									
2015	4	10/17	28.40	13.15	\$ 17.25	\$ 830.16									
2015	4	10/24	28.40	13.15	\$ 17.25	\$ 830.16									
2015	4	10/31	28.40	13.15	\$ 17.25	\$ 830.16									
2015	4	11/7	28.40	13.15	\$ 17.25	\$ 830.16									
2015	4	11/14	28.40	13.15	\$ 17.25	\$ 830.16									
2015	4	11/21	28.40	13.15	\$ 17.25	\$ 830.16									
2015	4	11/28	28.40	13.15	\$ 17.25	\$ 830.16									
2015	4	12/5	28.40	13.15	\$ 17.25	\$ 830.16				\$ 2,000.00					
2015	4	12/12	28.40	13.15	\$ 17.25	\$ 830.16									
2015	4	12/19	28.40	13.15	\$ 17.25	\$ 830.16									
2015	4	12/26	28.40	13.15	\$ 17.25	\$ 830.16									
2015	4	Total				\$10,792.03		\$10,792.03	\$ -	\$ 2,000.00	\$ 12,792.03				
2016	1	1/2	0	0.00	\$ -	\$0.00									
2016	1	1/9	0	0.00	\$ -	\$0.00									
2016	1	1/16	0	0.00	\$ -	\$0.00									
2016	1	1/23	0	0.00	\$ -	\$0.00									
2016	1	1/30	0	0.00	\$ -	\$0.00									
2016	1	2/6	0	0.00	\$ -	\$0.00									
2016	1	2/13	0	0.00	\$ -	\$0.00									
2016	1	2/20	0	0.00	\$ -	\$0.00									
2016	1	2/27	0	0.00	\$ -	\$0.00									
2016	1	3/5	0	0.00	\$ -	\$0.00									
2016	1	3/12	0	0.00	\$ -	\$0.00									
2016	1	3/19	0	0.00	\$ -	\$0.00									
2016	1	3/26	0.1	0.00	\$ 21.25	\$2.13	\$ 2.13								
2016	1	Total				\$2.13	\$ 2.13	\$0.00	-	-	\$0.00				

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Case Name:		Lou's Transport, Inc.										
Case Number:		07-CA-102517						Backpay period:		Schedule B		
Claimant:		Clem, Jeffrey						3/27/13 - 8/22/16		Interest calculated to:		Not Applicable
Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Bonuses	Net Backpay & Expenses	
2016	2	4/2	38.62	20.885	21.25	\$1,486.27						
2016	2	4/9	38.62	20.885	21.25	\$1,486.27						
2016	2	4/16	38.62	20.885	21.25	\$1,486.27						
2016	2	4/23	38.62	20.885	21.25	\$1,486.27						
2016	2	4/30	38.62	20.885	21.25	\$1,486.27						
2016	2	5/7	38.62	20.885	21.25	\$1,486.27						
2016	2	5/14	38.62	20.885	21.25	\$1,486.27						
2016	2	5/21	38.62	20.885	21.25	\$1,486.27						
2016	2	5/28	38.62	20.885	21.25	\$1,486.27						
2016	2	6/4	38.62	20.885	21.25	\$1,486.27						
2016	2	6/11	38.62	20.885	21.25	\$1,486.27						
2016	2	6/18	38.62	20.885	21.25	\$1,486.27						
2016	2	6/25	38.62	20.885	21.25	\$1,486.27						
2016	2	Total				\$ 19,321.56		\$ 19,321.56	-	-	\$ 19,321.56	
2016	3	7/2	12.16	3.7188	\$21.25	\$376.86						
2016	3	7/9	12.16	3.7188	\$21.25	\$376.86						
2016	3	7/16	12.16	3.7188	\$21.25	\$376.86						
2016	3	7/23	12.16	3.7188	\$21.25	\$376.86						
2016	3	7/30	12.16	3.7188	\$21.25	\$376.86						
2016	3	8/6	12.16	3.7188	\$21.25	\$376.86						
2016	3	8/13	12.16	3.7188	\$21.25	\$376.86						
2016	3	8/20	12.16	3.7188	\$21.25	\$376.86						
2016	3	8/27				\$0.00						
2016	3	9/3				\$0.00						
2016	3	9/10				\$0.00						
2016	3	9/17				\$0.00						
2016	3	9/24				\$0.00						
2016	3	Total				\$ 3,014.84		\$ 3,014.84	-	-	\$ 3,014.84	
							Totals	\$146,092.41	-	\$ 4,503.76	\$150,596.17	
								Daily Compound Interest (N/A)				
								Total Backpay, Expenses and Interest		\$150,596.17		
Notes												
1/	It was necessary to include a Gross Backpay amount and then delete it in order to include a quarter without earnings.											
2/	Quarters averaged.											
3/	2013-2016 regular and overtime hours averaged each quarter.											
4/												
5/												
6/												

NLRB Backpay Calculation

1

		Case Name: Lou's Transport, Inc.											
		Case Number: 07-CA-102517							Backpay period:		Schedule C		
		Claimant: Forsyth, Gary							3/27/13 - 8/22/16		Interest calculated to: Not Applicable		
Year	Qtr	Week End	Reg Hrs	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Bonuses	Net Backpay & Expenses		
2013	2	4/6	40.00	22.71	\$ 14.01	\$1,037.65							
2013	2	4/13	40.00	22.71	\$ 14.01	\$1,037.65							
2013	2	4/20	40.00	22.71	\$ 14.01	\$1,037.65							
2013	2	4/27	40.00	22.71	\$ 14.01	\$1,037.65							
2013	2	5/4	40.00	22.71	\$ 14.01	\$1,037.65							
2013	2	5/11	40.00	22.71	\$ 14.01	\$1,037.65							
2013	2	5/18	40.00	22.71	\$ 14.01	\$1,037.65							
2013	2	5/25	40.00	22.71	\$ 14.01	\$1,037.65							
2013	2	6/1	40.00	22.71	\$ 14.01	\$1,037.65							
2013	2	6/8	40.00	22.71	\$ 14.01	\$1,037.65							
2013	2	6/15	40.00	22.71	\$ 14.01	\$1,037.65							
2013	2	6/22	40.00	22.71	\$ 14.01	\$1,037.65							
2013	2	6/29	40.00	22.71	\$ 14.01	\$1,037.65							
2013	2	Total				\$ 13,489.46		\$ 13,489.46	-	-	\$ 13,489.46		
2013	3	7/6	36.92	21.23	\$ 14.49	\$996.40							
2013	3	7/13	36.92	21.23	\$ 14.49	\$996.40							
2013	3	7/20	36.92	21.23	\$ 14.49	\$996.40							
2013	3	7/27	36.92	21.23	\$ 14.49	\$996.40							
2013	3	8/3	36.92	21.23	\$ 14.49	\$996.40							
2013	3	8/10	36.92	21.23	\$ 14.49	\$996.40							
2013	3	8/17	36.92	21.23	\$ 14.49	\$996.40							
2013	3	8/24	36.92	21.23	\$ 14.49	\$996.40							
2013	3	8/31	36.92	21.23	\$ 14.49	\$996.40							
2013	3	9/7	36.92	21.23	\$ 14.49	\$996.40							
2013	3	9/14	36.92	21.23	\$ 14.49	\$996.40							
2013	3	9/21	36.92	21.23	\$ 14.49	\$996.40							
2013	3	9/28	36.92	21.23	\$ 14.49	\$996.40							
2013	3	Total				\$ 12,953.26		\$ 12,953.26	-	-	\$ 12,953.26		
2013	4	10/5	36.42	16.60	\$ 14.49	\$888.44							
2013	4	10/12	36.42	16.60	\$ 14.49	\$888.44							
2013	4	10/19	36.42	16.60	\$ 14.49	\$888.44							
2013	4	10/26	36.42	16.60	\$ 14.49	\$888.44							
2013	4	11/2	36.42	16.60	\$ 14.49	\$888.44							
2013	4	11/9	36.42	16.60	\$ 14.49	\$888.44							
2013	4	11/16	36.42	16.60	\$ 14.49	\$888.44							
2013	4	11/23	36.42	16.60	\$ 14.49	\$888.44							
2013	4	11/30	36.42	16.60	\$ 14.49	\$888.44							
2013	4	12/7	36.42	16.60	\$ 14.49	\$888.44							
2013	4	12/14	36.42	16.60	\$ 14.49	\$888.44							
2013	4	12/21	36.42	16.60	\$ 14.49	\$888.44							
2013	4	12/28	36.42	16.60	\$ 14.49	\$888.44							
2013	4	Total				\$11,549.76		\$11,549.76	-	-	\$ 11,549.76		

NLRB Backpay Calculation

2

		Case Name:		Lou's Transport, Inc.								
		Case Number:		07-CA-102517					Backpay period:		Schedule C	
		Claimant:		Forsyth, Gary					3/27/13 - 8/22/16		Interest calculated to:	
											Not Applicable	
Year	Qtr	Week End	Reg Hrs	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Bonuses	Net Backpay & Expenses	
2014	1	1/4	29.42	5.03	\$ 17.25	\$637.65						
2014	1	1/11	29.42	5.03	\$ 17.25	\$637.65						
2014	1	1/18	29.42	5.03	\$ 17.25	\$637.65						
2014	1	1/25	29.42	5.03	\$ 17.25	\$637.65						
2014	1	2/1	29.42	5.03	\$ 17.25	\$637.65						
2014	1	2/8	29.42	5.03	\$ 17.25	\$637.65						
2014	1	2/15	29.42	5.03	\$ 17.25	\$637.65						
2014	1	2/22	29.42	5.03	\$ 17.25	\$637.65						
2014	1	3/1	29.42	5.03	\$ 17.25	\$637.65						
2014	1	3/8	29.42	5.03	\$ 17.25	\$637.65						
2014	1	3/15	29.42	5.03	\$ 17.25	\$637.65						
2014	1	3/22	29.42	5.03	\$ 17.25	\$637.65						
2014	1	3/29	29.42	5.03	\$ 17.25	\$637.65						
2014	1	Total				\$8,289.40		\$8,289.40	-	-	\$ 8,289.40	
2014	2	4/5	40.00	19.26	\$ 17.25	\$1,188.35						
2014	2	4/12	40.00	19.26	\$ 17.25	\$1,188.35						
2014	2	4/19	40.00	19.26	\$ 17.25	\$1,188.35						
2014	2	4/26	40.00	19.26	\$ 17.25	\$1,188.35						
2014	2	5/3	40.00	19.26	\$ 17.25	\$1,188.35						
2014	2	5/10	40.00	19.26	\$ 17.25	\$1,188.35						
2014	2	5/17	40.00	19.26	\$ 17.25	\$1,188.35						
2014	2	5/24	40.00	19.26	\$ 17.25	\$1,188.35						
2014	2	5/31	40.00	19.26	\$ 17.25	\$1,188.35						
2014	2	6/7	40.00	19.26	\$ 17.25	\$1,188.35						
2014	2	6/14	40.00	19.26	\$ 17.25	\$1,188.35						
2014	2	6/21	40.00	19.26	\$ 17.25	\$1,188.35						
2014	2	6/28	40.00	19.26	\$ 17.25	\$1,188.35						
2014	2	Total				\$ 15,448.58		\$15,448.58	-	-	\$ 15,448.58	
2014	3	7/5	36.92	24.84	\$ 17.25	\$ 1,279.61						
2014	3	7/12	36.92	24.84	\$ 17.25	\$ 1,279.61						
2014	3	7/19	36.92	24.84	\$ 17.25	\$ 1,279.61						
2014	3	7/26	36.92	24.84	\$ 17.25	\$ 1,279.61						
2014	3	8/2	36.92	24.84	\$ 17.25	\$ 1,279.61						
2014	3	8/9	36.92	24.84	\$ 17.25	\$ 1,279.61						
2014	3	8/16	36.92	24.84	\$ 17.25	\$ 1,279.61						
2014	3	8/23	36.92	24.84	\$ 17.25	\$ 1,279.61						
2014	3	8/30	36.92	24.84	\$ 17.25	\$ 1,279.61						
2014	3	9/6	36.92	24.84	\$ 17.25	\$ 1,279.61						
2014	3	9/13	36.92	24.84	\$ 17.25	\$ 1,279.61						
2014	3	9/20	36.92	24.84	\$ 17.25	\$ 1,279.61						
2014	3	9/27	36.92	24.84	\$ 17.25	\$ 1,279.61						
2014	3	Total				\$ 16,634.87		\$16,634.87	-	-	\$ 16,634.87	

NLRB Backpay Calculation

3

		Case Name:		Lou's Transport, Inc.								
		Case Number:		07-CA-102517					Backpay period:		Schedule C	
		Claimant:		Forsyth, Gary					3/27/13 - 8/22/16		Interest calculated to:	
											Not Applicable	
Year	Qtr	Week End	Reg Hrs	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Bonuses	Net Backpay & Expenses	
2014	4	10/4	40.00	21.11	\$ 17.25	\$1,236.22						
2014	4	10/11	40.00	21.11	\$ 17.25	\$1,236.22						
2014	4	10/18	40.00	21.11	\$ 17.25	\$1,236.22						
2014	4	10/25	40.00	21.11	\$ 17.25	\$1,236.22						
2014	4	11/1	40.00	21.11	\$ 17.25	\$1,236.22						
2014	4	11/8	40.00	21.11	\$ 17.25	\$1,236.22						
2014	4	11/15	40.00	21.11	\$ 17.25	\$1,236.22						
2014	4	11/22	40.00	21.11	\$ 17.25	\$1,236.22						
2014	4	11/29	40.00	21.11	\$ 17.25	\$1,236.22						
2014	4	12/6	40.00	21.11	\$ 17.25	\$1,236.22				\$ 2,900.00		
2014	4	12/13	40.00	21.11	\$ 17.25	\$1,236.22						
2014	4	12/20	40.00	21.11	\$ 17.25	\$1,236.22						
2014	4	12/27	40.00	21.11	\$ 17.25	\$1,236.22						
2014	4	Total				\$16,070.88		\$16,070.88	-	\$ 2,900.00	\$ 18,970.88	
2015	1	1/3	34.13	12.44	\$ 17.25	\$910.63						
2015	1	1/10	34.13	12.44	\$ 17.25	\$910.63						
2015	1	1/17	34.13	12.44	\$ 17.25	\$910.63						
2015	1	1/24	34.13	12.44	\$ 17.25	\$910.63						
2015	1	1/31	34.13	12.44	\$ 17.25	\$910.63						
2015	1	2/7	34.13	12.44	\$ 17.25	\$910.63						
2015	1	2/14	34.13	12.44	\$ 17.25	\$910.63						
2015	1	2/21	34.13	12.44	\$ 17.25	\$910.63						
2015	1	2/28	34.13	12.44	\$ 17.25	\$910.63						
2015	1	3/7	34.13	12.44	\$ 17.25	\$910.63						
2015	1	3/14	34.13	12.44	\$ 17.25	\$910.63						
2015	1	3/21	34.13	12.44	\$ 17.25	\$910.63						
2015	1	3/28	34.13	12.44	\$ 17.25	\$910.63						
2015	1	Total				\$11,838.16		\$11,838.16	-	-	\$ 11,838.16	
2015	2	4/4	34.46	0.00	\$ 17.25	\$594.44						
2015	2	4/11	34.46	0.00	\$ 17.25	\$594.44						
2015	2	4/18	34.46	0.00	\$ 17.25	\$594.44						
2015	2	4/25	34.46	0.00	\$ 17.25	\$594.44						
2015	2	5/2	34.46	0.00	\$ 17.25	\$594.44						
2015	2	5/9	34.46	0.00	\$ 17.25	\$594.44						
2015	2	5/16	34.46	0.00	\$ 17.25	\$594.44						
2015	2	5/23	34.46	0.00	\$ 17.25	\$594.44						
2015	2	5/30	34.46	0.00	\$ 17.25	\$594.44						
2015	2	6/6	34.46	0.00	\$ 17.25	\$594.44						
2015	2	6/13	34.46	0.00	\$ 17.25	\$594.44						
2015	2	6/20	34.46	0.00	\$ 17.25	\$594.44						
2015	2	6/27	34.46	0.00	\$ 17.25	\$594.44						
2015	2	Total				\$7,727.66		\$7,727.66	-	-	\$ 7,727.66	

NLRB Backpay Calculation

4

		Case Name:		Lou's Transport, Inc.							
		Case Number:		07-CA-102517				Backpay period:		Schedule C	
		Claimant:		Forsyth, Gary				3/27/13 - 8/22/16		Interest calculated to:	
										Not Applicable	
Year	Qtr	Week End	Reg Hrs	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Bonuses	Net Backpay & Expenses
2015	3	7/4	33.84	17.55	\$ 17.25	\$1,037.85					
2015	3	7/11	33.84	17.55	\$ 17.25	\$1,037.85					
2015	3	7/18	33.84	17.55	\$ 17.25	\$1,037.85					
2015	3	7/25	33.84	17.55	\$ 17.25	\$1,037.85					
2015	3	8/1	33.84	17.55	\$ 17.25	\$1,037.85					
2015	3	8/8	33.84	17.55	\$ 17.25	\$1,037.85					
2015	3	8/15	33.84	17.55	\$ 17.25	\$1,037.85					
2015	3	8/22	33.84	17.55	\$ 17.25	\$1,037.85					
2015	3	8/29	33.84	17.55	\$ 17.25	\$1,037.85					
2015	3	9/5	33.84	17.55	\$ 17.25	\$1,037.85					
2015	3	9/12	33.84	17.55	\$ 17.25	\$1,037.85					
2015	3	9/19	33.84	17.55	\$ 17.25	\$1,037.85					
2015	3	9/26	33.84	17.55	\$ 17.25	\$1,037.85					
2015	3	Total				\$13,492.00		\$13,492.00	-	-	\$ 13,492.00
2015	4	10/3	40	17.80	\$ 17.25	\$ 1,150.58					
2015	4	10/10	40	17.80	\$ 17.25	\$ 1,150.58					
2015	4	10/17	40	17.80	\$ 17.25	\$ 1,150.58					
2015	4	10/24	40	17.80	\$ 17.25	\$ 1,150.58					
2015	4	10/31	40	17.80	\$ 17.25	\$ 1,150.58					
2015	4	11/7	40	17.80	\$ 17.25	\$ 1,150.58					
2015	4	11/14	40	17.80	\$ 17.25	\$ 1,150.58					
2015	4	11/21	40	17.80	\$ 17.25	\$ 1,150.58					
2015	4	11/28	40	17.80	\$ 17.25	\$ 1,150.58					
2015	4	12/5	40	17.80	\$ 17.25	\$ 1,150.58					
2015	4	12/12	40	17.80	\$ 17.25	\$ 1,150.58					
2015	4	12/19	40	17.80	\$ 17.25	\$ 1,150.58					
2015	4	12/26	40	17.80	\$ 17.25	\$ 1,150.58					
2015	4	Total				\$14,957.48		\$14,957.48	-	-	\$ 14,957.48
2016	1	1/2	27.11	3.98	\$ 17.25	\$570.58					
2016	1	1/9	27.11	3.98	\$ 17.25	\$570.58					
2016	1	1/16	27.11	3.98	\$ 17.25	\$570.58					
2016	1	1/23	27.11	3.98	\$ 17.25	\$570.58					
2016	1	1/30	27.11	3.98	\$ 17.25	\$570.58					
2016	1	2/6	27.11	3.98	\$ 17.25	\$570.58					
2016	1	2/13	27.11	3.98	\$ 17.25	\$570.58					
2016	1	2/20	27.11	3.98	\$ 17.25	\$570.58					
2016	1	2/27	27.11	3.98	\$ 17.25	\$570.58					
2016	1	3/5	27.11	3.98	\$ 17.25	\$570.58					
2016	1	3/12	27.11	3.98	\$ 17.25	\$570.58					
2016	1	3/19	27.11	3.98	\$ 17.25	\$570.58					
2016	1	3/26	27.11	3.98	\$ 17.25	\$570.58					
2016	1	Total				\$7,417.50		\$7,417.50	-	-	\$ 7,417.50

Case Name: Lou's Transport, Inc.											
Case Number: 07-CA-102517						Backpay period:		Schedule C			
Claimant: Forsyth, Gary						3/27/13 - 8/22/16		Interest calculated to:		Not Applicable	
Year	Qtr	Week End	Reg Hrs	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Bonuses	Net Backpay & Expenses
2016	2	4/2	39.66	18.31	\$ 19.25	\$1,292.16					
2016	2	4/9	39.66	18.31	\$ 19.25	\$1,292.16					
2016	2	4/16	39.66	18.31	\$ 19.25	\$1,292.16					
2016	2	4/23	39.66	18.31	\$ 19.25	\$1,292.16					
2016	2	4/30	39.66	18.31	\$ 19.25	\$1,292.16					
2016	2	5/7	39.66	18.31	\$ 19.25	\$1,292.16					
2016	2	5/14	39.66	18.31	\$ 19.25	\$1,292.16					
2016	2	5/21	39.66	18.31	\$ 19.25	\$1,292.16				\$ 1,100.00	
2016	2	5/28	39.66	18.31	\$ 19.25	\$1,292.16					
2016	2	6/4	39.66	18.31	\$ 19.25	\$1,292.16					
2016	2	6/11	39.66	18.31	\$ 19.25	\$1,292.16					
2016	2	6/18	39.66	18.31	\$ 19.25	\$1,292.16					
2016	2	6/25	39.66	18.31	\$ 19.25	\$1,292.16					
2016	2	Total				\$ 16,798.03		\$ 16,798.03	-	\$ 1,100.00	\$ 17,898.03
2016	3	7/2	35	17.875	\$ 19.25	\$1,189.89					
2016	3	7/9	35	17.875	\$ 19.25	\$1,189.89					
2016	3	7/16	35	17.875	\$ 19.25	\$1,189.89					
2016	3	7/23	35	17.875	\$ 19.25	\$1,189.89					
2016	3	7/30	35	17.875	\$ 19.25	\$1,189.89					
2016	3	8/6	35	17.875	\$ 19.25	\$1,189.89					
2016	3	8/13	35	17.875	\$ 19.25	\$1,189.89					
2016	3	8/20	35	17.875	\$ 19.25	\$1,189.89					
2016	3	8/27									
2016	3	9/3									
2016	3	9/10									
2016	3	9/17									
2016	3	9/24									
2016	3	Total				\$ 9,519.13		\$ 9,519.13	-	-	\$ 9,519.13
								Totals	\$176,186.16	-	\$ 4,000.00 \$180,186.16
								Daily Compound Interest (N/A)			
								Total Backpay, Expenses and Interest \$180,186.16			
Notes											
1/	Quarters averaged.										
2/	2013 - Average hours based on summary info. provided by Respondents.										
3/	2015 - Based on information provided by Respondents.										
4/	2013-2016 regular and overtime hours averaged each quarter.										
5/											
6/											

			Case Name: Lou's Transport, Inc.								
			Case Number: 07-A-102517					Backpay period:		Schedule D	
			Claimant: Malinowski, Michael S.					3/27/13 - 8/22/16		interest calculated to:	Not Applicable
Year	Qtr	Week End	Reg Hrs	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Bonuses	Net Backpay & Expenses
2013	2	4/6	40.00	16.67	\$ 16.67	\$1,083.63	1				
2013	2	4/13	40.00	16.67	\$ 16.67	\$1,083.63					
2013	2	4/20	40.00	16.67	\$ 16.67	\$1,083.63					
2013	2	4/27	40.00	16.67	\$ 16.67	\$1,083.63					
2013	2	5/4	40.00	16.67	\$ 16.67	\$1,083.63					
2013	2	5/11	40.00	16.67	\$ 16.67	\$1,083.63					
2013	2	5/18	40.00	16.67	\$ 16.67	\$1,083.63					
2013	2	5/25	40.00	16.67	\$ 16.67	\$1,083.63					
2013	2	6/1	40.00	16.67	\$ 16.67	\$1,083.63					
2013	2	6/8	40.00	16.67	\$ 16.67	\$1,083.63					
2013	2	6/15	40.00	16.67	\$ 16.67	\$1,083.63					
2013	2	6/22	40.00	16.67	\$ 16.67	\$1,083.63					
2013	2	6/29	40.00	16.67	\$ 16.67	\$1,083.63					
2013	2	Total				\$ 14,087.23		\$14,087.23	-	-	\$ 14,087.23
2013	3	7/6	36.46	21.98	\$ 15.91	\$1,104.63					
2013	3	7/13	36.46	21.98	\$ 15.91	\$1,104.63					
2013	3	7/20	36.46	21.98	\$ 15.91	\$1,104.63					
2013	3	7/27	36.46	21.98	\$ 15.91	\$1,104.63					
2013	3	8/3	36.46	21.98	\$ 15.91	\$1,104.63					
2013	3	8/10	36.46	21.98	\$ 15.91	\$1,104.63					
2013	3	8/17	36.46	21.98	\$ 15.91	\$1,104.63					
2013	3	8/24	36.46	21.98	\$ 15.91	\$1,104.63					
2013	3	8/31	36.46	21.98	\$ 15.91	\$1,104.63					
2013	3	9/7	36.46	21.98	\$ 15.91	\$1,104.63					
2013	3	9/14	36.46	21.98	\$ 15.91	\$1,104.63					
2013	3	9/21	36.46	21.98	\$ 15.91	\$1,104.63					
2013	3	9/28	36.46	21.98	\$ 15.91	\$1,104.63					
2013	3	Total				\$ 14,360.21		\$14,360.21	-	-	\$ 14,360.21
2013	4	10/5	39.62	23.18	\$ 15.91	\$1,183.54					
2013	4	10/12	39.62	23.18	\$ 15.91	\$1,183.54					
2013	4	10/19	39.62	23.18	\$ 15.91	\$1,183.54					
2013	4	10/26	39.62	23.18	\$ 15.91	\$1,183.54					
2013	4	11/2	39.62	23.18	\$ 15.91	\$1,183.54					
2013	4	11/9	39.62	23.18	\$ 15.91	\$1,183.54					
2013	4	11/16	39.62	23.18	\$ 15.91	\$1,183.54					
2013	4	11/23	39.62	23.18	\$ 15.91	\$1,183.54					
2013	4	11/30	39.62	23.18	\$ 15.91	\$1,183.54					
2013	4	12/7	39.62	23.18	\$ 15.91	\$1,183.54				\$ 914.63	
2013	4	12/14	39.62	23.18	\$ 15.91	\$1,183.54					
2013	4	12/21	39.62	23.18	\$ 15.91	\$1,183.54					
2013	4	12/28	39.62	23.18	\$ 15.91	\$1,183.54					
2013	4	Total				\$15,386.08		\$15,386.08	-	\$ 914.63	\$ 16,300.71

		Case Name:		Lou's Transport, Inc.							
		Case Number:		07-A-102517				Backpay period:		Schedule D	
		Claimant:		Malinowski, Michael S.				3/27/13 -8/22/16		Interest calculated to:	Not Applicable
Year	Qtr	Week End	Reg Hrs	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Bonuses	Net Backpay & Expenses
2014	1	1/4	38.05	17.42	\$ 15.91	\$1,021.10					
2014	1	1/11	38.05	17.42	\$ 15.91	\$1,021.10					
2014	1	1/18	38.05	17.42	\$ 15.91	\$1,021.10					
2014	1	1/25	38.05	17.42	\$ 15.91	\$1,021.10					
2014	1	2/1	38.05	17.42	\$ 15.91	\$1,021.10					
2014	1	2/8	38.05	17.42	\$ 15.91	\$1,021.10					
2014	1	2/15	38.05	17.42	\$ 15.91	\$1,021.10					
2014	1	2/22	38.05	17.42	\$ 15.91	\$1,021.10					
2014	1	3/1	38.05	17.42	\$ 15.91	\$1,021.10					
2014	1	3/8	38.05	17.42	\$ 15.91	\$1,021.10					
2014	1	3/15	38.05	17.42	\$ 15.91	\$1,021.10					
2014	1	3/22	38.05	17.42	\$ 15.91	\$1,021.10					
2014	1	3/29	38.05	17.42	\$ 15.91	\$1,021.10					
2014	1	Total				\$13,274.35		\$13,274.35	-	-	\$ 13,274.35
2014	2	4/5	38.61	21.50	\$ 17.25	\$1,222.34	1				
2014	2	4/12	38.61	21.50	\$ 17.25	\$1,222.34					
2014	2	4/19	38.61	21.50	\$ 17.25	\$1,222.34					
2014	2	4/26	38.61	21.50	\$ 17.25	\$1,222.34					
2014	2	5/3	38.61	21.50	\$ 17.25	\$1,222.34					
2014	2	5/10	38.61	21.50	\$ 17.25	\$1,222.34					
2014	2	5/17	38.61	21.50	\$ 17.25	\$1,222.34					
2014	2	5/24	38.61	21.50	\$ 17.25	\$1,222.34					
2014	2	5/31	38.61	21.50	\$ 17.25	\$1,222.34					
2014	2	6/7	38.61	21.50	\$ 17.25	\$1,222.34					
2014	2	6/14	38.61	21.50	\$ 17.25	\$1,222.34					
2014	2	6/21	38.61	21.50	\$ 17.25	\$1,222.34					
2014	2	6/28	38.61	21.50	\$ 17.25	\$1,222.34					
2014	2	Total				\$ 15,890.36		\$15,890.36	-	-	\$ 15,890.36
2014	3	7/5	36.42	19.23	\$ 17.25	\$ 1,125.82					
2014	3	7/12	36.42	19.23	\$ 17.25	\$ 1,125.82					
2014	3	7/19	36.42	19.23	\$ 17.25	\$ 1,125.82					
2014	3	7/26	36.42	19.23	\$ 17.25	\$ 1,125.82					
2014	3	8/2	36.42	19.23	\$ 17.25	\$ 1,125.82					
2014	3	8/9	36.42	19.23	\$ 17.25	\$ 1,125.82					
2014	3	8/16	36.42	19.23	\$ 17.25	\$ 1,125.82					
2014	3	8/23	36.42	19.23	\$ 17.25	\$ 1,125.82					
2014	3	8/30	36.42	19.23	\$ 17.25	\$ 1,125.82					
2014	3	9/6	36.42	19.23	\$ 17.25	\$ 1,125.82					
2014	3	9/13	36.42	19.23	\$ 17.25	\$ 1,125.82					
2014	3	9/20	36.42	19.23	\$ 17.25	\$ 1,125.82					
2014	3	9/27	36.42	19.23	\$ 17.25	\$ 1,125.82					
2014	3	Total				\$ 14,635.68		\$14,635.68	-	-	\$ 14,635.68

NLRB Backpay Calculation

		Case Name:		Lou's Transport, Inc.							
		Case Number:		07-A-102517				Backpay period:		Schedule D interest calculated to:	
		Claimant:		Malinowski, Michael S.				3/27/13 - 8/22/16		Not Applicable	
Year	Qtr	Week End	Reg Hrs	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Bonuses	Net Backpay & Expenses
2014	4	10/4	40	24.21	\$ 17.25	\$1,316.43					
2014	4	10/11	40	24.21	\$ 17.25	\$1,316.43					
2014	4	10/18	40	24.21	\$ 17.25	\$1,316.43					
2014	4	10/25	40	24.21	\$ 17.25	\$1,316.43					
2014	4	11/1	40	24.21	\$ 17.25	\$1,316.43					
2014	4	11/8	40	24.21	\$ 17.25	\$1,316.43					
2014	4	11/15	40	24.21	\$ 17.25	\$1,316.43					
2014	4	11/22	40	24.21	\$ 17.25	\$1,316.43					
2014	4	11/29	40	24.21	\$ 17.25	\$1,316.43					
2014	4	12/6	40	24.21	\$ 17.25	\$1,316.43				\$ 2,000.00	
2014	4	12/13	40	24.21	\$ 17.25	\$1,316.43					
2014	4	12/20	40	24.21	\$ 17.25	\$1,316.43					
2014	4	12/27	40	24.21	\$ 17.25	\$1,316.43					
2014	4	Total				\$17,113.64		\$17,113.64	-	\$ 2,000.00	\$ 19,113.64
2015	1	1/3	31.61	3.61	\$ 17.25	\$638.68					
2015	1	1/10	31.61	3.61	\$ 17.25	\$638.68					
2015	1	1/17	31.61	3.61	\$ 17.25	\$638.68					
2015	1	1/24	31.61	3.61	\$ 17.25	\$638.68					
2015	1	1/31	31.61	3.61	\$ 17.25	\$638.68					
2015	1	2/7	31.61	3.61	\$ 17.25	\$638.68					
2015	1	2/14	31.61	3.61	\$ 17.25	\$638.68					
2015	1	2/21	31.61	3.61	\$ 17.25	\$638.68					
2015	1	2/28	31.61	3.61	\$ 17.25	\$638.68					
2015	1	3/7	31.61	3.61	\$ 17.25	\$638.68					
2015	1	3/14	31.61	3.61	\$ 17.25	\$638.68					
2015	1	3/21	31.61	3.61	\$ 17.25	\$638.68					
2015	1	3/28	31.61	3.61	\$ 17.25	\$638.68					
2015	1	Total				\$8,302.86		\$8,302.86	-	-	\$ 8,302.86
2015	2	4/4	36.92	25.78	\$ 17.25	\$1,303.93					
2015	2	4/11	36.92	25.78	\$ 17.25	\$1,303.93					
2015	2	4/18	36.92	25.78	\$ 17.25	\$1,303.93					
2015	2	4/25	36.92	25.78	\$ 17.25	\$1,303.93					
2015	2	5/2	36.92	25.78	\$ 17.25	\$1,303.93					
2015	2	5/9	36.92	25.78	\$ 17.25	\$1,303.93					
2015	2	5/16	36.92	25.78	\$ 17.25	\$1,303.93					
2015	2	5/23	36.92	25.78	\$ 17.25	\$1,303.93					
2015	2	5/30	36.92	25.78	\$ 17.25	\$1,303.93					
2015	2	6/6	36.92	25.78	\$ 17.25	\$1,303.93					
2015	2	6/13	36.92	25.78	\$ 17.25	\$1,303.93					
2015	2	6/20	36.92	25.78	\$ 17.25	\$1,303.93					
2015	2	6/27	36.92	25.78	\$ 17.25	\$1,303.93					
2015	2	Total				\$16,951.06		\$16,951.06	-	-	\$ 16,951.06

NLRB Backpay Calculation

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			Case Name: Lou's Transport, Inc.								
			Case Number: 07-A-102517					Backpay period:		Schedule D	
			Claimant: Malinowski, Michael S.					3/27/13 - 8/22/16		Interest calculated to:	
										Not Applicable	
Year	Qtr	Week End	Reg Hrs	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Bonuses	Net Backpay & Expenses
2015	3	7/4	36.92	18.50	\$ 21.25	\$1,374.24					
2015	3	7/11	36.92	18.50	\$ 21.25	\$1,374.24					
2015	3	7/18	36.92	18.50	\$ 21.25	\$1,374.24					
2015	3	7/25	36.92	18.50	\$ 21.25	\$1,374.24					
2015	3	8/1	36.92	18.50	\$ 21.25	\$1,374.24					
2015	3	8/8	36.92	18.50	\$ 21.25	\$1,374.24					
2015	3	8/15	36.92	18.50	\$ 21.25	\$1,374.24					
2015	3	8/22	36.92	18.50	\$ 21.25	\$1,374.24				\$ 914.63	
2015	3	8/29	36.92	18.50	\$ 21.25	\$1,374.24					
2015	3	9/5	36.92	18.50	\$ 21.25	\$1,374.24					
2015	3	9/12	36.92	18.50	\$ 21.25	\$1,374.24					
2015	3	9/19	36.92	18.50	\$ 21.25	\$1,374.24					
2015	3	9/26	36.92	18.50	\$ 21.25	\$1,374.24					
2015	3	Total				\$17,865.09		\$17,865.09	-	\$ 914.63	\$ 18,779.72
2015	4	10/3	40	15.90	\$ 21.25	\$1,356.81					
2015	4	10/10	40	15.90	\$ 21.25	\$1,356.81					
2015	4	10/17	40	15.90	\$ 21.25	\$1,356.81					
2015	4	10/24	40	15.90	\$ 21.25	\$1,356.81					
2015	4	10/31	40	15.90	\$ 21.25	\$1,356.81					
2015	4	11/7	40	15.90	\$ 21.25	\$1,356.81					
2015	4	11/14	40	15.90	\$ 21.25	\$1,356.81					
2015	4	11/21	40	15.90	\$ 21.25	\$1,356.81					
2015	4	11/28	40	15.90	\$ 21.25	\$1,356.81					
2015	4	12/5	40	15.90	\$ 21.25	\$1,356.81				\$ 2,000.00	
2015	4	12/12	40	15.90	\$ 21.25	\$1,356.81					
2015	4	12/19	40	15.90	\$ 21.25	\$1,356.81					
2015	4	12/26	40	15.90	\$ 21.25	\$1,356.81					
2015	4	Total				\$17,638.56		\$17,638.56	\$ -	\$ 2,000.00	\$ 19,638.56
2016	1	1/2	35.75	7.87	\$ 17.25	\$820.20	2				
2016	1	1/9	35.75	7.87	\$ 17.25	\$820.20					
2016	1	1/16	35.75	7.87	\$ 17.25	\$820.20					
2016	1	1/23	35.75	7.87	\$ 17.25	\$820.20					
2016	1	1/30	35.75	7.87	\$ 17.25	\$820.20					
2016	1	2/6	35.75	7.87	\$ 17.25	\$820.20					
2016	1	2/13	35.75	7.87	\$ 17.25	\$820.20					
2016	1	2/20	35.75	7.87	\$ 17.25	\$820.20					
2016	1	2/27	35.75	7.87	\$ 17.25	\$820.20					
2016	1	3/5	35.75	7.87	\$ 17.25	\$820.20					
2016	1	3/12	35.75	7.87	\$ 17.25	\$820.20					
2016	1	3/19	35.75	7.87	\$ 17.25	\$820.20					
2016	1	3/26	35.75	7.87	\$ 17.25	\$820.20					
2016	1	Total				\$10,662.66		\$10,662.66	-	-	\$ 10,662.66

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Case Name: Lou's Transport, Inc.																			
Case Number: 07-CA-102517														Backpay period:		Schedule E			
Claimant: Moore Sr., Kevin														3/27/13 - 8/22/16		Interest calculated to:		Not Applicable	
Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Bonuses	Net Backpay & Expenses								
2013	2	4/6	39.53	18.05	\$ 15.00	\$999.08	1.2												
2013	2	4/13	39.53	18.05	\$ 15.00	\$999.08													
2013	2	4/20	39.53	18.05	\$ 15.00	\$999.08													
2013	2	4/27	39.53	18.05	\$ 15.00	\$999.08													
2013	2	5/4	39.53	18.05	\$ 15.00	\$999.08													
2013	2	5/11	39.53	18.05	\$ 15.00	\$999.08													
2013	2	5/18	39.53	18.05	\$ 15.00	\$999.08													
2013	2	5/25	39.53	18.05	\$ 15.00	\$999.08													
2013	2	6/1	39.53	18.05	\$ 15.00	\$999.08													
2013	2	6/8	39.53	18.05	\$ 15.00	\$999.08													
2013	2	6/15	39.53	18.05	\$ 15.00	\$999.08													
2013	2	6/22	39.53	18.05	\$ 15.00	\$999.08													
2013	2	6/29	39.53	18.05	\$ 15.00	\$999.08													
2013	2	Total				\$ 12,987.98		\$ 12,987.98	-	-	\$ 12,987.98								
2013	3	7/6	36.92	23.15	\$ 15.00	\$1,074.68													
2013	3	7/13	36.92	23.15	\$ 15.00	\$1,074.68													
2013	3	7/20	36.92	23.15	\$ 15.00	\$1,074.68													
2013	3	7/27	36.92	23.15	\$ 15.00	\$1,074.68													
2013	3	8/3	36.92	23.15	\$ 15.00	\$1,074.68													
2013	3	8/10	36.92	23.15	\$ 15.00	\$1,074.68													
2013	3	8/17	36.92	23.15	\$ 15.00	\$1,074.68													
2013	3	8/24	36.92	23.15	\$ 15.00	\$1,074.68													
2013	3	8/31	36.92	23.15	\$ 15.00	\$1,074.68													
2013	3	9/7	36.92	23.15	\$ 15.00	\$1,074.68													
2013	3	9/14	36.92	23.15	\$ 15.00	\$1,074.68													
2013	3	9/21	36.92	23.15	\$ 15.00	\$1,074.68													
2013	3	9/28	36.92	23.15	\$ 15.00	\$1,074.68													
2013	3	Total				\$ 13,970.78		\$ 13,970.78	-	-	\$ 13,970.78								
2013	4	10/5	30.10	11.29	\$ 15.00	\$705.43													
2013	4	10/12	30.10	11.29	\$ 15.00	\$705.43													
2013	4	10/19	30.10	11.29	\$ 15.00	\$705.43													
2013	4	10/26	30.10	11.29	\$ 15.00	\$705.43													
2013	4	11/2	30.10	11.29	\$ 15.00	\$705.43													
2013	4	11/9	30.10	11.29	\$ 15.00	\$705.43													
2013	4	11/16	30.10	11.29	\$ 15.00	\$705.43													
2013	4	11/23	30.10	11.29	\$ 15.00	\$705.43													
2013	4	11/30	30.10	11.29	\$ 15.00	\$705.43													
2013	4	12/7	30.10	11.29	\$ 15.00	\$705.43													
2013	4	12/14	30.10	11.29	\$ 15.00	\$705.43													
2013	4	12/21	30.10	11.29	\$ 15.00	\$705.43													
2013	4	12/28	30.10	11.29	\$ 15.00	\$705.43													
2013	4	Total				\$9,170.63		\$9,170.63	-	-	\$ 9,170.63								

NLRB Backpay Calculation

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		Case Name:		Lou's Transport, Inc.									
		Case Number:		07-CA-102517					Backpay period:		Schedule E		
		Claimant:		Moore Sr., Kevin					3/27/13 - 8/22/16		Interest calculated to:		
											Not Applicable		
Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Bonuses	Net Backpay & Expenses		
2014	1	1/4	0.00	0.00	\$ -	\$0.00							
2014	1	1/11	0.00	0.00	\$ -	\$0.00							
2014	1	1/18	0.00	0.00	\$ -	\$0.00							
2014	1	1/25	0.00	0.00	\$ -	\$0.00							
2014	1	2/1	0.00	0.00	\$ -	\$0.00							
2014	1	2/8	0.00	0.00	\$ -	\$0.00							
2014	1	2/15	0.00	0.00	\$ -	\$0.00							
2014	1	2/22	0.00	0.00	\$ -	\$0.00							
2014	1	3/1	0.00	0.00	\$ -	\$0.00							
2014	1	3/8	0.00	0.00	\$ -	\$0.00							
2014	1	3/15	0.00	0.00	\$ -	\$0.00							
2014	1	3/22	0.00	0.00	\$ -	\$0.00							
2014	1	3/29	0.10	0.00	\$ 15.91	\$ 1.59	\$ 1.59 1						
2014	1	Total				\$ 1.59	\$ 1.59	\$ 0.00	-	-	\$ 0.00		
2014	2	4/5	30.76	16.07	\$ 17.25	\$946.42	1,2						
2014	2	4/12	30.76	16.07	\$ 17.25	\$946.42							
2014	2	4/19	30.76	16.07	\$ 17.25	\$946.42							
2014	2	4/26	30.76	16.07	\$ 17.25	\$946.42							
2014	2	5/3	30.76	16.07	\$ 17.25	\$946.42							
2014	2	5/10	30.76	16.07	\$ 17.25	\$946.42							
2014	2	5/17	30.76	16.07	\$ 17.25	\$946.42							
2014	2	5/24	30.76	16.07	\$ 17.25	\$946.42							
2014	2	5/31	30.76	16.07	\$ 17.25	\$946.42							
2014	2	6/7	30.76	16.07	\$ 17.25	\$946.42							
2014	2	6/14	30.76	16.07	\$ 17.25	\$946.42							
2014	2	6/21	30.76	16.07	\$ 17.25	\$946.42							
2014	2	6/28	30.76	16.07	\$ 17.25	\$946.42							
2014	2	Total				\$ 12,303.48		\$ 12,303.48	-	-	\$ 12,303.48		
2014	3	7/5	36.92	20.28	\$ 17.25	\$ 1,161.62							
2014	3	7/12	36.92	20.28	\$ 17.25	\$ 1,161.62							
2014	3	7/19	36.92	20.28	\$ 17.25	\$ 1,161.62							
2014	3	7/26	36.92	20.28	\$ 17.25	\$ 1,161.62							
2014	3	8/2	36.92	20.28	\$ 17.25	\$ 1,161.62							
2014	3	8/9	36.92	20.28	\$ 17.25	\$ 1,161.62							
2014	3	8/16	36.92	20.28	\$ 17.25	\$ 1,161.62							
2014	3	8/23	36.92	20.28	\$ 17.25	\$ 1,161.62							
2014	3	8/30	36.92	20.28	\$ 17.25	\$ 1,161.62							
2014	3	9/6	36.92	20.28	\$ 17.25	\$ 1,161.62							
2014	3	9/13	36.92	20.28	\$ 17.25	\$ 1,161.62							
2014	3	9/20	36.92	20.28	\$ 17.25	\$ 1,161.62							
2014	3	9/27	36.92	20.28	\$ 17.25	\$ 1,161.62							
2014	3	Total				\$ 15,101.00		\$ 15,101.00	-	-	\$ 15,101.00		

		Case Name: Lou's Transport, Inc.									
		Case Number: 07-CA-102517						Backpay period:		Schedule E	
		Claimant: Moore Sr., Kevin						3/27/13 - 8/22/16		Interest calculated to: Not Applicable	
Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Bonuses	Net Backpay & Expenses
2014	4	10/4	39.19	18.92	\$ 17.25	\$1,165.58					
2014	4	10/11	39.19	18.92	\$ 17.25	\$1,165.58					
2014	4	10/18	39.19	18.92	\$ 17.25	\$1,165.58					
2014	4	10/25	39.19	18.92	\$ 17.25	\$1,165.58					
2014	4	11/1	39.19	18.92	\$ 17.25	\$1,165.58					
2014	4	11/8	39.19	18.92	\$ 17.25	\$1,165.58					
2014	4	11/15	39.19	18.92	\$ 17.25	\$1,165.58					
2014	4	11/22	39.19	18.92	\$ 17.25	\$1,165.58					
2014	4	11/29	39.19	18.92	\$ 17.25	\$1,165.58					
2014	4	12/6	39.19	18.92	\$ 17.25	\$1,165.58				\$ 1,500.00	
2014	4	12/13	39.19	18.92	\$ 17.25	\$1,165.58					
2014	4	12/20	39.19	18.92	\$ 17.25	\$1,165.58					
2014	4	12/27	39.19	18.92	\$ 17.25	\$1,165.58					
2014	4	Total				\$15,152.57		\$15,152.57	-	\$ 1,500.00	\$ 16,652.57
2015	1	1/3	14.00	0.21	\$ 17.25	\$246.93	1,2				
2015	1	1/10	14.00	0.21	\$ 17.25	\$246.93					
2015	1	1/17	14.00	0.21	\$ 17.25	\$246.93					
2015	1	1/24	14.00	0.21	\$ 17.25	\$246.93					
2015	1	1/31	14.00	0.21	\$ 17.25	\$246.93					
2015	1	2/7	14.00	0.21	\$ 17.25	\$246.93					
2015	1	2/14	14.00	0.21	\$ 17.25	\$246.93					
2015	1	2/21	14.00	0.21	\$ 17.25	\$246.93					
2015	1	2/28	14.00	0.21	\$ 17.25	\$246.93					
2015	1	3/7	14.00	0.21	\$ 17.25	\$246.93					
2015	1	3/14	14.00	0.21	\$ 17.25	\$246.93					
2015	1	3/21	14.00	0.21	\$ 17.25	\$246.93					
2015	1	3/28	14.00	0.21	\$ 17.25	\$246.93					
2015	1	Total				\$3,210.14		\$3,210.14	-	-	\$ 3,210.14
2015	2	4/4	35.46	14.86	\$ 17.25	\$996.19					
2015	2	4/11	35.46	14.86	\$ 17.25	\$996.19					
2015	2	4/18	35.46	14.86	\$ 17.25	\$996.19					
2015	2	4/25	35.46	14.86	\$ 17.25	\$996.19					
2015	2	5/2	35.46	14.86	\$ 17.25	\$996.19					
2015	2	5/9	35.46	14.86	\$ 17.25	\$996.19					
2015	2	5/16	35.46	14.86	\$ 17.25	\$996.19					
2015	2	5/23	35.46	14.86	\$ 17.25	\$996.19					
2015	2	5/30	35.46	14.86	\$ 17.25	\$996.19					
2015	2	6/6	35.46	14.86	\$ 17.25	\$996.19					
2015	2	6/13	35.46	14.86	\$ 17.25	\$996.19					
2015	2	6/20	35.46	14.86	\$ 17.25	\$996.19					
2015	2	6/27	35.46	14.86	\$ 17.25	\$996.19					
2015	2	Total				\$12,950.44		\$12,950.44	-	-	\$ 12,950.44

Case Name:			Lou's Transport, Inc.									
Case Number:			07-CA-102517					Backpay period:		Schedule E		
Claimant:			Moore Sr., Kevin					3/27/13 - 8/22/16		Interest calculated to:		
										Not Applicable		
Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Bonuses	Net Backpay & Expenses	
2015	3	7/4	36.92	19.07	\$ 17.25	\$1,130.31						
2015	3	7/11	36.92	19.07	\$ 17.25	\$1,130.31						
2015	3	7/18	36.92	19.07	\$ 17.25	\$1,130.31						
2015	3	7/25	36.92	19.07	\$ 17.25	\$1,130.31						
2015	3	8/1	36.92	19.07	\$ 17.25	\$1,130.31						
2015	3	8/8	36.92	19.07	\$ 17.25	\$1,130.31						
2015	3	8/15	36.92	19.07	\$ 17.25	\$1,130.31						
2015	3	8/22	36.92	19.07	\$ 17.25	\$1,130.31						
2015	3	8/29	36.92	19.07	\$ 17.25	\$1,130.31						
2015	3	9/5	36.92	19.07	\$ 17.25	\$1,130.31						
2015	3	9/12	36.92	19.07	\$ 17.25	\$1,130.31						
2015	3	9/19	36.92	19.07	\$ 17.25	\$1,130.31						
2015	3	9/26	36.92	19.07	\$ 17.25	\$1,130.31						
2015	3	Total				\$14,693.98		\$14,693.98	-	-	\$ 14,693.98	
2015	4	10/3	39.03	14.98	\$ 17.25	\$ 1,060.88						
2015	4	10/10	39.03	14.98	\$ 17.25	\$ 1,060.88						
2015	4	10/17	39.03	14.98	\$ 17.25	\$ 1,060.88						
2015	4	10/24	39.03	14.98	\$ 17.25	\$ 1,060.88						
2015	4	10/31	39.03	14.98	\$ 17.25	\$ 1,060.88						
2015	4	11/7	39.03	14.98	\$ 17.25	\$ 1,060.88						
2015	4	11/14	39.03	14.98	\$ 17.25	\$ 1,060.88						
2015	4	11/21	39.03	14.98	\$ 17.25	\$ 1,060.88						
2015	4	11/28	39.03	14.98	\$ 17.25	\$ 1,060.88						
2015	4	12/5	39.03	14.98	\$ 17.25	\$ 1,060.88				\$ 2,000.00		
2015	4	12/12	39.03	14.98	\$ 17.25	\$ 1,060.88						
2015	4	12/19	39.03	14.98	\$ 17.25	\$ 1,060.88						
2015	4	12/26	39.03	14.98	\$ 17.25	\$ 1,060.88						
2015	4	Total				\$13,791.38		\$13,791.38	-	\$ 2,000.00	\$ 15,791.38	
2016	1	1/2	0.00	0.00	\$ -	\$0.00						
2016	1	1/9	0.00	0.00	\$ -	\$0.00						
2016	1	1/16	0.00	0.00	\$ -	\$0.00						
2016	1	1/23	0.00	0.00	\$ -	\$0.00						
2016	1	1/30	0.00	0.00	\$ -	\$0.00						
2016	1	2/6	0.00	0.00	\$ -	\$0.00						
2016	1	2/13	0.00	0.00	\$ -	\$0.00						
2016	1	2/20	0.00	0.00	\$ -	\$0.00						
2016	1	2/27	0.00	0.00	\$ -	\$0.00						
2016	1	3/5	0.00	0.00	\$ -	\$0.00						
2016	1	3/12	0.00	0.00	\$ -	\$0.00						
2016	1	3/19	0.00	0.00	\$ -	\$0.00						
2016	1	3/26	38.25	0.00	\$ 16.75	\$640.69	2					
2016	1	Total				\$640.69		\$640.69	-	-	\$ 640.69	

NLRB Backpay Calculation

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Case Name:		Lou's Transport, Inc.									
Case Number:		07-CA-102517						Backpay period:		Schedule E	
Claimant:		Moore Sr., Kevin						3/27/13 - 8/22/16		Interest calculated to: Not Applicable	
Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Bonuses	Net Backpay & Expenses
2016	2	4/2	40	20.346	\$ 16.75	\$1,181.20					
2016	2	4/9	40	20.346	\$ 16.75	\$1,181.20					
2016	2	4/16	40	20.346	\$ 16.75	\$1,181.20					
2016	2	4/23	40	20.346	\$ 16.75	\$1,181.20					
2016	2	4/30	40	20.346	\$ 16.75	\$1,181.20					
2016	2	5/7	40	20.346	\$ 16.75	\$1,181.20					
2016	2	5/14	40	20.346	\$ 16.75	\$1,181.20					
2016	2	5/21	40	20.346	\$ 16.75	\$1,181.20					
2016	2	5/28	40	20.346	\$ 16.75	\$1,181.20					
2016	2	6/4	40	20.346	\$ 16.75	\$1,181.20					
2016	2	6/11	40	20.346	\$ 16.75	\$1,181.20					
2016	2	6/18	40	20.346	\$ 16.75	\$1,181.20					
2016	2	6/25	40	20.346	\$ 16.75	\$1,181.20					
2016	2	Total				\$ 15,355.56		\$ 15,355.56	-	-	\$ 15,355.56
2016	3	7/2	35	20.906	\$ 17.25	\$1,144.70					
2016	3	7/9	35	20.906	\$ 17.25	\$1,144.70					
2016	3	7/16	35	20.906	\$ 17.25	\$1,144.70					
2016	3	7/23	35	20.906	\$ 17.25	\$1,144.70					
2016	3	7/30	35	20.906	\$ 17.25	\$1,144.70					
2016	3	8/6	35	20.906	\$ 17.25	\$1,144.70					
2016	3	8/13	35	20.906	\$ 17.25	\$1,144.70					
2016	3	8/20	35	20.906	\$ 17.25	\$1,144.70					
2016	3	8/27				-					
2016	3	9/3				-					
2016	3	9/10				-					
2016	3	9/17				-					
2016	3	9/24				-					
2016	3	Total				\$ 9,157.59		\$ 9,157.59	-	-	\$ 9,157.59
							Totals	\$148,486.20	-	\$ 3,500.00	\$151,986.20
							Daily Compound Interest (N/A)				
							Total Backpay, Expenses and Interest				
							\$151,986.20				
Notes											
1/	It was necessary to include a Gross Backpay amount and then delete it in order to include a quarter without earnings.										
2/	Not included in the Comparable Average Gross Backpay calculations, due to its de minimus nature.										
3/											
4/											
5/											
6/											

NLRB Backpay Calculation

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		Case Name: Lou's Transport, Inc.										
		Case Number: 07-CA-102517							Backpay period:		Schedule F	
		Claimant: Nigh, David							3/27/13 - 8/22/16		Interest calculated to:	Not Applicable
Year	Qtr	Week End	Reg Hrs	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Bonuses	Net Backpay & Expenses	
2013	2	4/6	36.73	9.00	\$ 14.49	\$727.83						
2013	2	4/13	36.73	9.00	\$ 14.49	\$727.83						
2013	2	4/20	36.73	9.00	\$ 14.49	\$727.83						
2013	2	4/27	36.73	9.00	\$ 14.49	\$727.83						
2013	2	5/4	36.73	9.00	\$ 14.49	\$727.83						
2013	2	5/11	36.73	9.00	\$ 14.49	\$727.83						
2013	2	5/18	36.73	9.00	\$ 14.49	\$727.83						
2013	2	5/25	36.73	9.00	\$ 14.49	\$727.83						
2013	2	6/1	36.73	9.00	\$ 14.49	\$727.83						
2013	2	6/8	36.73	9.00	\$ 14.49	\$727.83						
2013	2	6/15	36.73	9.00	\$ 14.49	\$727.83						
2013	2	6/22	36.73	9.00	\$ 14.49	\$727.83						
2013	2	6/29	36.73	9.00	\$ 14.49	\$727.83						
2013	2	Total				\$ 9,461.83		\$ 9,461.83	-	-	\$ 9,461.83	
2013	3	7/6	36.40	19.82	\$ 14.49	\$958.22						
2013	3	7/13	36.40	19.82	\$ 14.49	\$958.22						
2013	3	7/20	36.40	19.82	\$ 14.49	\$958.22						
2013	3	7/27	36.40	19.82	\$ 14.49	\$958.22						
2013	3	8/3	36.40	19.82	\$ 14.49	\$958.22						
2013	3	8/10	36.40	19.82	\$ 14.49	\$958.22						
2013	3	8/17	36.40	19.82	\$ 14.49	\$958.22						
2013	3	8/24	36.40	19.82	\$ 14.49	\$958.22						
2013	3	8/31	36.40	19.82	\$ 14.49	\$958.22						
2013	3	9/7	36.40	19.82	\$ 14.49	\$958.22						
2013	3	9/14	36.40	19.82	\$ 14.49	\$958.22						
2013	3	9/21	36.40	19.82	\$ 14.49	\$958.22						
2013	3	9/28	36.40	19.82	\$ 14.49	\$958.22						
2013	3	Total				\$ 12,456.91		\$ 12,456.91	-	-	\$ 12,456.91	
2013	4	10/5	39.02	18.79	\$ 14.49	\$973.76						
2013	4	10/12	39.02	18.79	\$ 14.49	\$973.76						
2013	4	10/19	39.02	18.79	\$ 14.49	\$973.76						
2013	4	10/26	39.02	18.79	\$ 14.49	\$973.76						
2013	4	11/2	39.02	18.79	\$ 15.20	\$1,021.47	1					
2013	4	11/9	39.02	18.79	\$ 15.20	\$1,021.47						
2013	4	11/16	39.02	18.79	\$ 15.20	\$1,021.47						
2013	4	11/23	39.02	18.79	\$ 15.20	\$1,021.47						
2013	4	11/30	39.02	18.79	\$ 15.20	\$1,021.47						
2013	4	12/7	39.02	18.79	\$ 15.20	\$1,021.47						
2013	4	12/14	39.02	18.79	\$ 15.20	\$1,021.47						
2013	4	12/21	39.02	18.79	\$ 15.20	\$1,021.47						
2013	4	12/28	39.02	18.79	\$ 15.20	\$1,021.47						
2013	4	Total				\$13,088.25		\$13,088.25	-	-	\$ 13,088.25	

Backpay Calculation												
Case Name:		Lou's Transport, Inc.										
Case Number:		07-CA-102517						Backpay period:		Schedule F		
Claimant:		Nigh, David						3/27/13 - 8/22/16		Interest calculated to:		Not Applicable
Year	Qtr	Week End	Reg Hrs	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Bonuses	Net Backpay & Expenses	
2014	1	1/4	27.38	2.26	\$ 15.20	\$467.70						
2014	1	1/11	27.38	2.26	\$ 15.20	\$467.70						
2014	1	1/18	27.38	2.26	\$ 15.20	\$467.70						
2014	1	1/25	27.38	2.26	\$ 15.20	\$467.70						
2014	1	2/1	27.38	2.26	\$ 15.20	\$467.70						
2014	1	2/8	27.38	2.26	\$ 15.20	\$467.70						
2014	1	2/15	27.38	2.26	\$ 15.20	\$467.70						
2014	1	2/22	27.38	2.26	\$ 15.20	\$467.70						
2014	1	3/1	27.38	2.26	\$ 15.20	\$467.70						
2014	1	3/8	27.38	2.26	\$ 15.20	\$467.70						
2014	1	3/15	27.38	2.26	\$ 15.20	\$467.70						
2014	1	3/22	27.38	2.26	\$ 15.20	\$467.70						
2014	1	3/29	27.38	2.26	\$ 15.20	\$467.70						
2014	1	Total				\$6,080.15		\$6,080.15	-	-	\$ 6,080.15	
2014	2	4/5	39.59	16.57	\$ 16.75	\$1,079.45	2					
2014	2	4/12	39.59	16.57	\$ 16.75	\$1,079.45						
2014	2	4/19	39.59	16.57	\$ 16.75	\$1,079.45						
2014	2	4/26	39.59	16.57	\$ 16.75	\$1,079.45						
2014	2	5/3	39.59	16.57	\$ 16.75	\$1,079.45						
2014	2	5/10	39.59	16.57	\$ 16.75	\$1,079.45						
2014	2	5/17	39.59	16.57	\$ 16.75	\$1,079.45						
2014	2	5/24	39.59	16.57	\$ 16.75	\$1,079.45						
2014	2	5/31	39.59	16.57	\$ 16.75	\$1,079.45						
2014	2	6/7	39.59	16.57	\$ 16.75	\$1,079.45						
2014	2	6/14	39.59	16.57	\$ 16.75	\$1,079.45						
2014	2	6/21	39.59	16.57	\$ 16.75	\$1,079.45						
2014	2	6/28	39.59	16.57	\$ 16.75	\$1,079.45						
2014	2	Total				\$ 14,032.90		\$14,032.90	-	-	\$ 14,032.90	
2014	3	7/5	36.92	20.71	\$ 16.75	\$ 1,138.75						
2014	3	7/12	36.92	20.71	\$ 16.75	\$ 1,138.75						
2014	3	7/19	36.92	20.71	\$ 16.75	\$ 1,138.75						
2014	3	7/26	36.92	20.71	\$ 16.75	\$ 1,138.75						
2014	3	8/2	36.92	20.71	\$ 16.75	\$ 1,138.75						
2014	3	8/9	36.92	20.71	\$ 16.75	\$ 1,138.75						
2014	3	8/16	36.92	20.71	\$ 16.75	\$ 1,138.75						
2014	3	8/23	36.92	20.71	\$ 16.75	\$ 1,138.75						
2014	3	8/30	36.92	20.71	\$ 16.75	\$ 1,138.75						
2014	3	9/6	36.92	20.71	\$ 16.75	\$ 1,138.75						
2014	3	9/13	36.92	20.71	\$ 16.75	\$ 1,138.75						
2014	3	9/20	36.92	20.71	\$ 16.75	\$ 1,138.75						
2014	3	9/27	36.92	20.71	\$ 16.75	\$ 1,138.75						
2014	3	Total				\$ 14,803.73		\$14,803.73	-	-	\$ 14,803.73	

NLRB Backpay Calculation

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Case Name: Lou's Transport, Inc.												
Case Number: 07-CA-102517												
Backpay period: 3/27/13 - 8/22/16												
Schedule F												
Claimant: Nigh, David												
Interest calculated to: Not Applicable												
Year	Qtr	Week End	Reg Hrs	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Bonuses	Net Backpay & Expenses	
2014	4	10/4	40	19.84	\$ 16.75	\$1,168.48						
2014	4	10/11	40	19.84	\$ 16.75	\$1,168.48						
2014	4	10/18	40	19.84	\$ 17.25	\$1,203.36						
2014	4	10/25	40	19.84	\$ 17.25	\$1,203.36						
2014	4	11/1	40	19.84	\$ 17.25	\$1,203.36						
2014	4	11/8	40	19.84	\$ 17.25	\$1,203.36						
2014	4	11/15	40	19.84	\$ 17.25	\$1,203.36						
2014	4	11/22	40	19.84	\$ 17.25	\$1,203.36						
2014	4	11/29	40	19.84	\$ 17.25	\$1,203.36						
2014	4	12/6	40	19.84	\$ 17.25	\$1,203.36						
2014	4	12/13	40	19.84	\$ 17.25	\$1,203.36				\$ 1,000.00		
2014	4	12/20	40	19.84	\$ 17.25	\$1,203.36						
2014	4	12/27	40	19.84	\$ 17.25	\$1,203.36						
2014	4	Total				\$15,573.92		\$15,573.92	-	\$ 1,000.00	\$ 16,573.92	
2015	1	1/3	21.51	2.34	\$ 17.25	\$431.60						
2015	1	1/10	21.51	2.34	\$ 17.25	\$431.60						
2015	1	1/17	21.51	2.34	\$ 17.25	\$431.60						
2015	1	1/24	21.51	2.34	\$ 17.25	\$431.60						
2015	1	1/31	21.51	2.34	\$ 17.25	\$431.60						
2015	1	2/7	21.51	2.34	\$ 17.25	\$431.60						
2015	1	2/14	21.51	2.34	\$ 17.25	\$431.60						
2015	1	2/21	21.51	2.34	\$ 17.25	\$431.60						
2015	1	2/28	21.51	2.34	\$ 17.25	\$431.60						
2015	1	3/7	21.51	2.34	\$ 17.25	\$431.60						
2015	1	3/14	21.51	2.34	\$ 17.25	\$431.60						
2015	1	3/21	21.51	2.34	\$ 17.25	\$431.60						
2015	1	3/28	21.51	2.34	\$ 17.25	\$431.60						
2015	1	Total				\$5,610.74		\$5,610.74	-	-	\$ 5,610.74	
2015	2	4/4	40.00	19.11	\$ 17.25	\$1,184.47						
2015	2	4/11	40.00	19.11	\$ 17.25	\$1,184.47						
2015	2	4/18	40.00	19.11	\$ 17.25	\$1,184.47						
2015	2	4/25	40.00	19.11	\$ 17.25	\$1,184.47						
2015	2	5/2	40.00	19.11	\$ 17.25	\$1,184.47						
2015	2	5/9	40.00	19.11	\$ 17.25	\$1,184.47						
2015	2	5/16	40.00	19.11	\$ 17.25	\$1,184.47						
2015	2	5/23	40.00	19.11	\$ 17.25	\$1,184.47						
2015	2	5/30	40.00	19.11	\$ 17.25	\$1,184.47						
2015	2	6/6	40.00	19.11	\$ 17.25	\$1,184.47						
2015	2	6/13	40.00	19.11	\$ 17.25	\$1,184.47						
2015	2	6/20	40.00	19.11	\$ 17.25	\$1,184.47						
2015	2	6/27	40.00	19.11	\$ 17.25	\$1,184.47						
2015	2	Total				\$15,398.13		\$15,398.13	-	-	\$ 15,398.13	

NLRB Backpay Calculation

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		Case Name:		Lou's Transport, Inc.							
		Case Number:		07-CA-102517				Backpay period:		Schedule F	
		Claimant:		Nigh, David				3/27/13 - 8/22/16		Interest calculated to:	Not Applicable
Year	Qtr	Week End	Reg Hrs	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Bonuses	Net Backpay & Expenses
2015	3	7/4	36.51	20.78	\$ 17.25	\$1,167.48					
2015	3	7/11	36.51	20.78	\$ 17.25	\$1,167.48					
2015	3	7/18	36.51	20.78	\$ 17.25	\$1,167.48					
2015	3	7/25	36.51	20.78	\$ 17.25	\$1,167.48					
2015	3	8/1	36.51	20.78	\$ 17.25	\$1,167.48					
2015	3	8/8	36.51	20.78	\$ 17.25	\$1,167.48					
2015	3	8/15	36.51	20.78	\$ 17.25	\$1,167.48					
2015	3	8/22	36.51	20.78	\$ 17.25	\$1,167.48					
2015	3	8/29	36.51	20.78	\$ 17.25	\$1,167.48					
2015	3	9/5	36.51	20.78	\$ 17.25	\$1,167.48					
2015	3	9/12	36.51	20.78	\$ 17.25	\$1,167.48					
2015	3	9/19	36.51	20.78	\$ 17.25	\$1,167.48					
2015	3	9/26	36.51	20.78	\$ 17.25	\$1,167.48					
2015	3	Total				\$15,177.24		\$15,177.24	-	-	\$ 15,177.24
2015	4	10/3	24.61	13.65	\$ 17.25	\$ 777.72					
2015	4	10/10	24.61	13.65	\$ 17.25	\$ 777.72					
2015	4	10/17	24.61	13.65	\$ 17.25	\$ 777.72					
2015	4	10/24	24.61	13.65	\$ 17.25	\$ 777.72					
2015	4	10/31	24.61	13.65	\$ 17.25	\$ 777.72					
2015	4	11/7	24.61	13.65	\$ 17.25	\$ 777.72					
2015	4	11/14	24.61	13.65	\$ 17.25	\$ 777.72					
2015	4	11/21	24.61	13.65	\$ 17.25	\$ 777.72					
2015	4	11/28	24.61	13.65	\$ 17.25	\$ 777.72					
2015	4	12/5	24.61	13.65	\$ 17.25	\$ 777.72				\$ 1,000.00	
2015	4	12/12	24.61	13.65	\$ 17.25	\$ 777.72					
2015	4	12/19	24.61	13.65	\$ 17.25	\$ 777.72					
2015	4	12/26	24.61	13.65	\$ 17.25	\$ 777.72					
2015	4	Total				\$10,110.31		\$10,110.31	-	\$ 1,000.00	\$ 11,110.31
2016	1	1/2	18.83	3.60	\$ 17.25	\$417.81	6				
2016	1	1/9	18.83	3.60	\$ 17.25	\$417.81					
2016	1	1/16	18.83	3.60	\$ 17.25	\$417.81					
2016	1	1/23	18.83	3.60	\$ 17.25	\$417.81					
2016	1	1/30	18.83	3.60	\$ 17.25	\$417.81					
2016	1	2/6	18.83	3.60	\$ 17.25	\$417.81					
2016	1	2/13	18.83	3.60	\$ 17.25	\$417.81					
2016	1	2/20	18.83	3.60	\$ 17.25	\$417.81					
2016	1	2/27	18.83	3.60	\$ 17.25	\$417.81					
2016	1	3/5	18.83	3.60	\$ 17.25	\$417.81					
2016	1	3/12	18.83	3.60	\$ 17.25	\$417.81					
2016	1	3/19	18.83	3.60	\$ 17.25	\$417.81					
2016	1	3/26	18.83	3.60	\$ 17.25	\$417.81					
2016	1	Total				\$5,431.59		\$5,431.59	-	-	\$ 5,431.59

NLRB Backpay Calculation

5

Case Name: Lou's Transport, Inc.											
Case Number: 07-CA-102517											
Backpay period: 3/27/13 - 8/22/16											
Schedule F											
Claimant: Nigh, David											
Interest calculated to: Not Applicable											
Year	Qtr	Week End	Reg Hrs	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Bonuses	Net Backpay & Expenses
2016	2	4/2	37.67	15.33	\$ 19.25	\$1,167.77					
2016	2	4/9	37.67	15.33	\$ 19.25	\$1,167.77					
2016	2	4/16	37.67	15.33	\$ 19.25	\$1,167.77					
2016	2	4/23	37.67	15.33	\$ 19.25	\$1,167.77					
2016	2	4/30	37.67	15.33	\$ 19.25	\$1,167.77					
2016	2	5/7	37.67	15.33	\$ 19.25	\$1,167.77					
2016	2	5/14	37.67	15.33	\$ 19.25	\$1,167.77					
2016	2	5/21	37.67	15.33	\$ 19.25	\$1,167.77				\$ 800.00	
2016	2	5/28	37.67	15.33	\$ 19.25	\$1,167.77					
2016	2	6/4	37.67	15.33	\$ 19.25	\$1,167.77					
2016	2	6/11	37.67	15.33	\$ 19.25	\$1,167.77					
2016	2	6/18	37.67	15.33	\$ 19.25	\$1,167.77					
2016	2	6/25	37.67	15.33	\$ 19.25	\$1,167.77					
2016	2	Total				\$ 15,181.03		\$ 15,181.03	\$ -	\$ 800.00	\$ 15,981.03
2016	3	7/2	14	7.78	\$19.25	\$494.18					
2016	3	7/9	14	7.78	\$19.25	\$494.18					
2016	3	7/16	14	7.78	\$19.25	\$494.18					
2016	3	7/23	14	7.78	\$19.25	\$494.18					
2016	3	7/30	14	7.78	\$19.25	\$494.18					
2016	3	8/6	14	7.78	\$19.25	\$494.18					
2016	3	8/13	14	7.78	\$19.25	\$494.18					
2016	3	8/20	14	7.78	\$19.25	\$494.18					
2016	3	8/27				-					
2016	3	9/3				-					
2016	3	9/10				-					
2016	3	9/17				-					
2016	3	9/24				-					
2016	3	Total				\$ 3,953.47		\$ 3,953.47	-	-	\$ 3,953.47
							Totals	\$156,360.19	-	\$ 2,800.00	\$159,160.19
							Daily Compound Interest (N/A) \$ -				
							Total Backpay, Expenses and Interest \$159,160.19				
Notes											
1/ November 2013 - Pay rate increased from \$14.49 to \$15.20.											
2/ April 2014 - Pay rate increased from \$15.20 to \$16.75.											
3/ October 2014 - Pay rate increased from \$16.75 to \$17.25.											
4/											

NLRB Backpay Calculation

1

Case Name: Lou's Transport, Inc.												
Case Number: 07-CA-102517												
Claimant: Roby, Steven												
Backpay period: 3/27/13 - 8/22/16									Schedule G		Interest calculated to:	
											Not Applicable	
Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Bonuses	Net Backpay & Expenses	
2013	2	4/6	27.23	9.20	\$ 12.50	\$512.88						
2013	2	4/13	27.23	9.20	\$ 12.50	\$512.88						
2013	2	4/20	27.23	9.20	\$ 12.50	\$512.88						
2013	2	4/27	27.23	9.20	\$ 12.50	\$512.88						
2013	2	5/4	27.23	9.20	\$ 12.50	\$512.88						
2013	2	5/11	27.23	9.20	\$ 12.50	\$512.88						
2013	2	5/18	27.23	9.20	\$ 12.50	\$512.88						
2013	2	5/25	27.23	9.20	\$ 12.50	\$512.88						
2013	2	6/1	27.23	9.20	\$ 12.50	\$512.88						
2013	2	6/8	27.23	9.20	\$ 12.50	\$512.88						
2013	2	6/15	27.23	9.20	\$ 12.50	\$512.88						
2013	2	6/22	27.23	9.20	\$ 12.50	\$512.88						
2013	2	6/29	27.23	9.20	\$ 12.50	\$512.88						
2013	2	Total				\$ 6,667.38		\$ 6,667.38	-	-	\$ 6,667.38	
2013	3	7/6	34.75	9.80	\$ 13.00	\$642.85						
2013	3	7/13	34.75	9.80	\$ 13.00	\$642.85						
2013	3	7/20	34.75	9.80	\$ 13.00	\$642.85						
2013	3	7/27	34.75	9.80	\$ 13.00	\$642.85						
2013	3	8/3	34.75	9.80	\$ 13.00	\$642.85						
2013	3	8/10	34.75	9.80	\$ 13.00	\$642.85						
2013	3	8/17	34.75	9.80	\$ 13.00	\$642.85						
2013	3	8/24	34.75	9.80	\$ 13.00	\$642.85						
2013	3	8/31	34.75	9.80	\$ 13.00	\$642.85						
2013	3	9/7	34.75	9.80	\$ 13.00	\$642.85						
2013	3	9/14	34.75	9.80	\$ 13.00	\$642.85						
2013	3	9/21	34.75	9.80	\$ 13.00	\$642.85						
2013	3	9/28	34.75	9.80	\$ 13.00	\$642.85						
2013	3	Total				\$ 8,357.05		\$ 8,357.05	-	-	\$ 8,357.05	
2013	4	10/5	26.15	11.42	\$ 13.00	\$562.64						
2013	4	10/12	26.15	11.42	\$ 13.00	\$562.64						
2013	4	10/19	26.15	11.42	\$ 13.00	\$562.64						
2013	4	10/26	26.15	11.42	\$ 13.00	\$562.64						
2013	4	11/2	26.15	11.42	\$ 13.00	\$562.64						
2013	4	11/9	26.15	11.42	\$ 13.00	\$562.64						
2013	4	11/16	26.15	11.42	\$ 13.00	\$562.64						
2013	4	11/23	26.15	11.42	\$ 13.00	\$562.64						
2013	4	11/30	26.15	11.42	\$ 13.00	\$562.64						
2013	4	12/7	26.15	11.42	\$ 13.00	\$562.64						
2013	4	12/14	26.15	11.42	\$ 13.00	\$562.64						
2013	4	12/21	26.15	11.42	\$ 13.00	\$562.64						
2013	4	12/28	26.15	11.42	\$ 13.00	\$562.64						
2013	4	Total				\$7,314.32		\$7,314.32	-	-	\$ 7,314.32	

NLRB Backpay Calculation

2

Case Name: Lou's Transport, Inc.											
Case Number: 07-CA-102517											
Claimant: Roby, Steven											
Backpay period:								Schedule G		Interest calculated to:	
3/27/13 - 8/22/16								Not Applicable			
Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Bonuses	Net Backpay & Expenses
2014	1	1/4	0.00	0.00	\$ -	\$0.00					
2014	1	1/11	0.00	0.00	\$ -	\$0.00					
2014	1	1/18	0.00	0.00	\$ -	\$0.00					
2014	1	1/25	0.00	0.00	\$ -	\$0.00					
2014	1	2/1	0.00	0.00	\$ -	\$0.00					
2014	1	2/8	0.00	0.00	\$ -	\$0.00					
2014	1	2/15	0.00	0.00	\$ -	\$0.00					
2014	1	2/22	0.00	0.00	\$ -	\$0.00					
2014	1	3/1	0.00	0.00	\$ -	\$0.00					
2014	1	3/8	0.00	0.00	\$ -	\$0.00					
2014	1	3/15	0.00	0.00	\$ -	\$0.00					
2014	1	3/22	0.00	0.00	\$ -	\$0.00					
2014	1	3/29	0.10	0.00	\$ 15.25	\$1.53	\$ 1.53				
2014	1	Total				\$1.53	\$ 1.53	\$0.00	-	-	\$0.00
2014	2	4/5	21.86	5.96	\$ 15.25	\$469.70					
2014	2	4/12	21.86	5.96	\$ 15.25	\$469.70					
2014	2	4/19	21.86	5.96	\$ 15.25	\$469.70					
2014	2	4/26	21.86	5.96	\$ 15.25	\$469.70					
2014	2	5/3	21.86	5.96	\$ 15.25	\$469.70					
2014	2	5/10	21.86	5.96	\$ 15.25	\$469.70					
2014	2	5/17	21.86	5.96	\$ 15.25	\$469.70					
2014	2	5/24	21.86	5.96	\$ 15.25	\$469.70					
2014	2	5/31	21.86	5.96	\$ 15.25	\$469.70					
2014	2	6/7	21.86	5.96	\$ 15.25	\$469.70					
2014	2	6/14	21.86	5.96	\$ 15.25	\$469.70					
2014	2	6/21	21.86	5.96	\$ 15.25	\$469.70					
2014	2	6/28	21.86	5.96	\$ 15.25	\$469.70					
2014	2	Total				\$ 6,106.10		\$6,106.10	-	-	\$ 6,106.10
2014	3	7/5	32.00	12.00	\$ 15.75	\$ 787.50					
2014	3	7/12	32.00	12.00	\$ 15.75	\$ 787.50					
2014	3	7/19	32.00	12.00	\$ 15.75	\$ 787.50					
2014	3	7/26	32.00	12.00	\$ 15.75	\$ 787.50					
2014	3	8/2	32.00	12.00	\$ 15.75	\$ 787.50					
2014	3	8/9	32.00	12.00	\$ 15.75	\$ 787.50					
2014	3	8/16	32.00	12.00	\$ 15.75	\$ 787.50					
2014	3	8/23	32.00	12.00	\$ 15.75	\$ 787.50					
2014	3	8/30	32.00	12.00	\$ 15.75	\$ 787.50					
2014	3	9/6	32.00	12.00	\$ 15.75	\$ 787.50					
2014	3	9/13	32.00	12.00	\$ 15.75	\$ 787.50					
2014	3	9/20	32.00	12.00	\$ 15.75	\$ 787.50					
2014	3	9/27	32.00	12.00	\$ 15.75	\$ 787.50					
2014	3	Total				\$ 10,237.50		\$10,237.50	-	-	\$ 10,237.50

		Case Name: Lou's Transport, Inc.									
		Case Number: 07-CA-102517						Backpay period:		Schedule G	
		Claimant: Roby, Steven						3/27/13 - 8/22/16		Interest calculated to:	Not Applicable
Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Bonuses	Net Backpay & Expenses
2014	4	10/4	30.94	10.63	\$ 15.75	\$738.44					
2014	4	10/11	30.94	10.63	\$ 15.75	\$738.44					
2014	4	10/18	30.94	10.63	\$ 15.75	\$738.44					
2014	4	10/25	30.94	10.63	\$ 15.75	\$738.44					
2014	4	11/1	30.94	10.63	\$ 15.75	\$738.44					
2014	4	11/8	30.94	10.63	\$ 15.75	\$738.44					
2014	4	11/15	30.94	10.63	\$ 15.75	\$738.44					
2014	4	11/22	30.94	10.63	\$ 15.75	\$738.44					
2014	4	11/29	30.94	10.63	\$ 15.75	\$738.44					
2014	4	12/6	30.94	10.63	\$ 15.75	\$738.44				\$ 1,000.00	
2014	4	12/13	30.94	10.63	\$ 15.75	\$738.44					
2014	4	12/20	30.94	10.63	\$ 15.75	\$738.44					
2014	4	12/27	30.94	10.63	\$ 15.75	\$738.44					
2014	4	Total				\$9,599.70		\$9,599.70	-	\$ 1,000.00	\$ 10,599.70
2015	1	1/3	27.48	7.59	\$ 15.75	\$612.12					
2015	1	1/10	27.48	7.59	\$ 15.75	\$612.12					
2015	1	1/17	27.48	7.59	\$ 15.75	\$612.12					
2015	1	1/24	27.48	7.59	\$ 15.75	\$612.12					
2015	1	1/31	27.48	7.59	\$ 15.75	\$612.12					
2015	1	2/7	27.48	7.59	\$ 15.75	\$612.12					
2015	1	2/14	27.48	7.59	\$ 15.75	\$612.12					
2015	1	2/21	27.48	7.59	\$ 15.75	\$612.12					
2015	1	2/28	27.48	7.59	\$ 15.75	\$612.12					
2015	1	3/7	27.48	7.59	\$ 15.75	\$612.12					
2015	1	3/14	27.48	7.59	\$ 15.75	\$612.12					
2015	1	3/21	27.48	7.59	\$ 15.75	\$612.12					
2015	1	3/28	27.48	7.59	\$ 15.75	\$612.12					
2015	1	Total				\$7,957.61		\$7,957.61	-	-	\$ 7,957.61
2015	2	4/4	25.51	7.71	\$ 15.75	\$583.93					
2015	2	4/11	25.51	7.71	\$ 15.75	\$583.93					
2015	2	4/18	25.51	7.71	\$ 15.75	\$583.93					
2015	2	4/25	25.51	7.71	\$ 15.75	\$583.93					
2015	2	5/2	25.51	7.71	\$ 15.75	\$583.93					
2015	2	5/9	25.51	7.71	\$ 15.75	\$583.93					
2015	2	5/16	25.51	7.71	\$ 15.75	\$583.93					
2015	2	5/23	25.51	7.71	\$ 15.75	\$583.93					
2015	2	5/30	25.51	7.71	\$ 15.75	\$583.93					
2015	2	6/6	25.51	7.71	\$ 15.75	\$583.93					
2015	2	6/13	25.51	7.71	\$ 15.75	\$583.93					
2015	2	6/20	25.51	7.71	\$ 15.75	\$583.93					
2015	2	6/27	25.51	7.71	\$ 15.75	\$583.93					
2015	2	Total				\$7,591.11		\$7,591.11	-	-	\$ 7,591.11

WLRB Backpay Calculation												
		Case Name: Lou's Transport, Inc.										
		Case Number: 07-CA-102517							Backpay period:		Schedule G	
		Claimant: Roby, Steven							3/27/13 - 8/22/16		Interest calculated to:	Not Applicable
Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Bonuses	Net Backpay & Expenses	
2015	3	7/4	0.00	0.00	\$ -	\$0.00						
2015	3	7/11	0.00	0.00	\$ -	\$0.00						
2015	3	7/18	0.00	0.00	\$ -	\$0.00						
2015	3	7/25	0.00	0.00	\$ -	\$0.00						
2015	3	8/1	0.00	0.00	\$ -	\$0.00						
2015	3	8/8	0.00	0.00	\$ -	\$0.00						
2015	3	8/15	0.00	0.00	\$ -	\$0.00						
2015	3	8/22	0.00	0.00	\$ -	\$0.00						
2015	3	8/29	0.00	0.00	\$ -	\$0.00						
2015	3	9/5	0.00	0.00	\$ -	\$0.00						
2015	3	9/12	0.00	0.00	\$ -	\$0.00						
2015	3	9/19	0.00	0.00	\$ -	\$0.00						
2015	3	9/26	0.10	0.00	\$ 15.75	\$1.58	\$ 1.58					
2015	3	Total				\$1.58	\$ 1.58	\$0.00	-	-	\$0.00	
2015	4	10/3	29.03	9.25	\$ 16.25	\$ 697.21						
2015	4	10/10	29.03	9.25	\$ 16.25	\$ 697.21						
2015	4	10/17	29.03	9.25	\$ 16.25	\$ 697.21						
2015	4	10/24	29.03	9.25	\$ 16.25	\$ 697.21						
2015	4	10/31	29.03	9.25	\$ 16.25	\$ 697.21						
2015	4	11/7	29.03	9.25	\$ 16.25	\$ 697.21						
2015	4	11/14	29.03	9.25	\$ 16.25	\$ 697.21						
2015	4	11/21	29.03	9.25	\$ 16.25	\$ 697.21						
2015	4	11/28	29.03	9.25	\$ 16.25	\$ 697.21						
2015	4	12/5	29.03	9.25	\$ 16.25	\$ 697.21				\$ 3,000.00		
2015	4	12/12	29.03	9.25	\$ 16.25	\$ 697.21						
2015	4	12/19	29.03	9.25	\$ 16.25	\$ 697.21						
2015	4	12/26	29.03	9.25	\$ 16.25	\$ 697.21						
2015	4	Total				\$9,063.68		\$9,063.68	-	\$ 3,000.00	\$12,063.68	
2016	1	1/2	34.587	7.06	\$ 16.25	\$734.06						
2016	1	1/9	34.587	7.06	\$ 16.25	\$734.06						
2016	1	1/16	34.587	7.06	\$ 16.25	\$734.06						
2016	1	1/23	34.587	7.06	\$ 16.25	\$734.06						
2016	1	1/30	34.587	7.06	\$ 16.25	\$734.06						
2016	1	2/6	34.587	7.06	\$ 16.25	\$734.06						
2016	1	2/13	34.587	7.06	\$ 16.25	\$734.06						
2016	1	2/20	34.587	7.06	\$ 16.25	\$734.06						
2016	1	2/27	34.587	7.06	\$ 16.25	\$734.06						
2016	1	3/5	34.587	7.06	\$ 16.25	\$734.06						
2016	1	3/12	34.587	7.06	\$ 16.25	\$734.06						
2016	1	3/19	34.587	7.06	\$ 16.25	\$734.06						
2016	1	3/26	34.587	7.06	\$ 16.25	\$734.06						
2016	1	Total				\$9,542.81		\$9,542.81	-	-	\$ 9,542.81	

NLRB Backpay Calculation

1

Case Name: Lou's Transport, Inc.												
Case Number: 07-CA-102517												
Claimant: Sheffield, Steven, Jr.												
Backpay period:									Schedule H			
3/27/13 - 8/22/16									Interest calculated to:		Not Applicable	
Year	Qtr	Week End	Reg Hrs	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Bonuses	Net Backpay & Expenses	
2013	2	4/6	40.00	19.23	\$ 15.91	\$1,095.32						
2013	2	4/13	40.00	19.23	\$ 15.91	\$1,095.32						
2013	2	4/20	40.00	19.23	\$ 15.91	\$1,095.32						
2013	2	4/27	40.00	19.23	\$ 15.91	\$1,095.32						
2013	2	5/4	40.00	19.23	\$ 15.91	\$1,095.32						
2013	2	5/11	40.00	19.23	\$ 15.91	\$1,095.32						
2013	2	5/18	40.00	19.23	\$ 15.91	\$1,095.32						
2013	2	5/25	40.00	19.23	\$ 15.91	\$1,095.32						
2013	2	6/1	40.00	19.23	\$ 15.91	\$1,095.32						
2013	2	6/8	40.00	19.23	\$ 15.91	\$1,095.32						
2013	2	6/15	40.00	19.23	\$ 15.91	\$1,095.32						
2013	2	6/22	40.00	19.23	\$ 15.91	\$1,095.32						
2013	2	6/29	40.00	19.23	\$ 15.91	\$1,095.32						
2013	2	Total				\$ 14,239.21		\$ 14,239.21	-	-	\$ 14,239.21	
2013	3	7/6	36.92	18.46	\$ 15.91	\$1,027.95						
2013	3	7/13	36.92	18.46	\$ 15.91	\$1,027.95						
2013	3	7/20	36.92	18.46	\$ 15.91	\$1,027.95						
2013	3	7/27	36.92	18.46	\$ 15.91	\$1,027.95						
2013	3	8/3	36.92	18.46	\$ 15.91	\$1,027.95						
2013	3	8/10	36.92	18.46	\$ 15.91	\$1,027.95						
2013	3	8/17	36.92	18.46	\$ 15.91	\$1,027.95						
2013	3	8/24	36.92	18.46	\$ 15.91	\$1,027.95						
2013	3	8/31	36.92	18.46	\$ 15.91	\$1,027.95						
2013	3	9/7	36.92	18.46	\$ 15.91	\$1,027.95						
2013	3	9/14	36.92	18.46	\$ 15.91	\$1,027.95						
2013	3	9/21	36.92	18.46	\$ 15.91	\$1,027.95						
2013	3	9/28	36.92	18.46	\$ 15.91	\$1,027.95						
2013	3	Total				\$ 13,363.29		\$ 13,363.29	-	-	\$ 13,363.29	
2013	4	10/5	39.17	19.77	\$ 15.91	\$1,095.04						
2013	4	10/12	39.17	19.77	\$ 15.91	\$1,095.04						
2013	4	10/19	39.17	19.77	\$ 15.91	\$1,095.04						
2013	4	10/26	39.17	19.77	\$ 15.91	\$1,095.04						
2013	4	11/2	39.17	19.77	\$ 15.91	\$1,095.04						
2013	4	11/9	39.17	19.77	\$ 15.91	\$1,095.04						
2013	4	11/16	39.17	19.77	\$ 15.91	\$1,095.04						
2013	4	11/23	39.17	19.77	\$ 15.91	\$1,095.04						
2013	4	11/30	39.17	19.77	\$ 15.91	\$1,095.04						
2013	4	12/7	39.17	19.77	\$ 15.91	\$1,095.04				\$ 734.31		
2013	4	12/14	39.17	19.77	\$ 15.91	\$1,095.04						
2013	4	12/21	39.17	19.77	\$ 15.91	\$1,095.04						
2013	4	12/28	39.17	19.77	\$ 15.91	\$1,095.04						
2013	4	Total				\$14,235.47		\$14,235.47	-	\$ 734.31	\$ 14,969.78	

Case Name: Lou's Transport, Inc.												
Case Number: 07-CA-102517												
Claimant: Sheffield, Steven, Jr.												
Backpay period: 3/27/13 - 8/22/16												
Schedule H												
Interest calculated to: Not Applicable												
Year	Qtr	Week End	Reg Hrs	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Bonuses	Net Backpay & Expenses	
2014	1	1/4	36.32	4.01	\$ 17.25	\$730.28						
2014	1	1/11	36.32	4.01	\$ 17.25	\$730.28						
2014	1	1/18	36.32	4.01	\$ 17.25	\$730.28						
2014	1	1/25	36.32	4.01	\$ 17.25	\$730.28						
2014	1	2/1	36.32	4.01	\$ 17.25	\$730.28						
2014	1	2/8	36.32	4.01	\$ 17.25	\$730.28						
2014	1	2/15	36.32	4.01	\$ 17.25	\$730.28						
2014	1	2/22	36.32	4.01	\$ 17.25	\$730.28						
2014	1	3/1	36.32	4.01	\$ 17.25	\$730.28						
2014	1	3/8	36.32	4.01	\$ 17.25	\$730.28						
2014	1	3/15	36.32	4.01	\$ 17.25	\$730.28						
2014	1	3/22	36.32	4.01	\$ 17.25	\$730.28						
2014	1	3/29	36.32	4.01	\$ 17.25	\$730.28						
2014	1	Total				\$9,493.62		\$9,493.62	-	-	\$ 9,493.62	
2014	2	4/5	40	21.36	\$ 17.25	\$1,242.69						
2014	2	4/12	40	21.36	\$ 17.25	\$1,242.69						
2014	2	4/19	40	21.36	\$ 17.25	\$1,242.69						
2014	2	4/26	40	21.36	\$ 17.25	\$1,242.69						
2014	2	5/3	40	21.36	\$ 17.25	\$1,242.69						
2014	2	5/10	40	21.36	\$ 17.25	\$1,242.69						
2014	2	5/17	40	21.36	\$ 17.25	\$1,242.69						
2014	2	5/24	40	21.36	\$ 17.25	\$1,242.69						
2014	2	5/31	40	21.36	\$ 17.25	\$1,242.69						
2014	2	6/7	40	21.36	\$ 17.25	\$1,242.69						
2014	2	6/14	40	21.36	\$ 17.25	\$1,242.69						
2014	2	6/21	40	21.36	\$ 17.25	\$1,242.69						
2014	2	6/28	40	21.36	\$ 17.25	\$1,242.69						
2014	2	Total				\$ 16,154.97		\$16,154.97	-	-	\$ 16,154.97	
2014	3	7/5	36.92	24.96	\$ 17.25	\$ 1,282.71						
2014	3	7/12	36.92	24.96	\$ 17.25	\$ 1,282.71						
2014	3	7/19	36.92	24.96	\$ 17.25	\$ 1,282.71						
2014	3	7/26	36.92	24.96	\$ 17.25	\$ 1,282.71						
2014	3	8/2	36.92	24.96	\$ 17.25	\$ 1,282.71						
2014	3	8/9	36.92	24.96	\$ 17.25	\$ 1,282.71						
2014	3	8/16	36.92	24.96	\$ 17.25	\$ 1,282.71						
2014	3	8/23	36.92	24.96	\$ 17.25	\$ 1,282.71						
2014	3	8/30	36.92	24.96	\$ 17.25	\$ 1,282.71						
2014	3	9/6	36.92	24.96	\$ 17.25	\$ 1,282.71						
2014	3	9/13	36.92	24.96	\$ 17.25	\$ 1,282.71						
2014	3	9/20	36.92	24.96	\$ 17.25	\$ 1,282.71						
2014	3	9/27	36.92	24.96	\$ 17.25	\$ 1,282.71						
2014	3	Total				\$ 16,675.23		\$16,675.23	-	-	\$ 16,675.23	

		Case Name: Lou's Transport, Inc.										
		Case Number: 07-CA-102517							Backpay period:		Schedule H	
		Claimant: Sheffield, Steven, Jr.							3/27/13 - 8/22/16		Interest calculated to:	Not Applicable
Year	Qtr	Week End	Reg Hrs	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Bonuses	Net Backpay & Expenses	
2014	4	10/4	38.13	26.48	\$ 17.25	\$1,342.91						
2014	4	10/11	38.13	26.48	\$ 17.25	\$1,342.91						
2014	4	10/18	38.13	26.48	\$ 17.25	\$1,342.91						
2014	4	10/25	38.13	26.48	\$ 17.25	\$1,342.91						
2014	4	11/1	38.13	26.48	\$ 17.25	\$1,342.91						
2014	4	11/8	38.13	26.48	\$ 17.25	\$1,342.91						
2014	4	11/15	38.13	26.48	\$ 17.25	\$1,342.91						
2014	4	11/22	38.13	26.48	\$ 17.25	\$1,342.91						
2014	4	11/29	38.13	26.48	\$ 17.25	\$1,342.91						
2014	4	12/6	38.13	26.48	\$ 17.25	\$1,342.91				\$ 2,200.00		
2014	4	12/13	38.13	26.48	\$ 17.25	\$1,342.91						
2014	4	12/20	38.13	26.48	\$ 17.25	\$1,342.91						
2014	4	12/27	38.13	26.48	\$ 17.25	\$1,342.91						
2014	4	Total				\$17,457.86		\$17,457.86	-	\$ 2,200.00	\$ 19,657.86	
2015	1	1/3	29.65	2.70	\$ 17.25	\$581.33						
2015	1	1/10	29.65	2.70	\$ 17.25	\$581.33						
2015	1	1/17	29.65	2.70	\$ 17.25	\$581.33						
2015	1	1/24	29.65	2.70	\$ 17.25	\$581.33						
2015	1	1/31	29.65	2.70	\$ 17.25	\$581.33						
2015	1	2/7	29.65	2.70	\$ 17.25	\$581.33						
2015	1	2/14	29.65	2.70	\$ 17.25	\$581.33						
2015	1	2/21	29.65	2.70	\$ 17.25	\$581.33						
2015	1	2/28	29.65	2.70	\$ 17.25	\$581.33						
2015	1	3/7	29.65	2.70	\$ 17.25	\$581.33						
2015	1	3/14	29.65	2.70	\$ 17.25	\$581.33						
2015	1	3/21	29.65	2.70	\$ 17.25	\$581.33						
2016	1	3/28	29.65	2.70	\$ 17.25	\$581.33						
2015	1	Total				\$7,557.23		\$7,557.23	-	-	\$ 7,557.23	
2015	2	4/4	40	25.69	\$ 17.25	\$1,354.73						
2015	2	4/11	40	25.69	\$ 17.25	\$1,354.73						
2015	2	4/18	40	25.69	\$ 17.25	\$1,354.73						
2015	2	4/25	40	25.69	\$ 17.25	\$1,354.73						
2015	2	5/2	40	25.69	\$ 17.25	\$1,354.73						
2015	2	5/9	40	25.69	\$ 17.25	\$1,354.73						
2015	2	5/16	40	25.69	\$ 17.25	\$1,354.73						
2015	2	5/23	40	25.69	\$ 17.25	\$1,354.73						
2015	2	5/30	40	25.69	\$ 17.25	\$1,354.73						
2015	2	6/6	40	25.69	\$ 17.25	\$1,354.73						
2015	2	6/13	40	25.69	\$ 17.25	\$1,354.73						
2015	2	6/20	40	25.69	\$ 17.25	\$1,354.73						
2015	2	6/27	40	25.69	\$ 17.25	\$1,354.73						
2015	2	Total				\$17,611.47		\$17,611.47	-	-	\$ 17,611.47	

NLRB Backpay Calculation

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		Case Name:		Lou's Transport, Inc.								
		Case Number:		07-CA-102517					Backpay period:		Schedule H	
		Claimant:		Sheffield, Steven, Jr.					3/27/13 - 8/22/16		Interest calculated to:	
											Not Applicable	
Year	Qtr	Week End	Reg Hrs	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Bonuses	Net Backpay & Expenses	
2015	3	7/4	36.92	21.69	\$ 17.25	\$1,198.10						
2015	3	7/11	36.92	21.69	\$ 17.25	\$1,198.10						
2015	3	7/18	36.92	21.69	\$ 17.25	\$1,198.10						
2015	3	7/25	36.92	21.69	\$ 17.25	\$1,198.10						
2015	3	8/1	36.92	21.69	\$ 17.25	\$1,198.10						
2015	3	8/8	36.92	21.69	\$ 17.25	\$1,198.10						
2015	3	8/15	36.92	21.69	\$ 17.25	\$1,198.10						
2015	3	8/22	36.92	21.69	\$ 17.25	\$1,198.10				\$ 734.31		
2015	3	8/29	36.92	21.69	\$ 17.25	\$1,198.10						
2015	3	9/5	36.92	21.69	\$ 17.25	\$1,198.10						
2015	3	9/12	36.92	21.69	\$ 17.25	\$1,198.10						
2015	3	9/19	36.92	21.69	\$ 17.25	\$1,198.10						
2015	3	9/26	36.92	21.69	\$ 17.25	\$1,198.10						
2015	3	Total				\$15,575.28		\$15,575.28	-	\$ 734.31	\$ 16,309.59	
2015	4	10/3	40	19.25	\$ 17.25	\$ 1,188.09						
2015	4	10/10	40	19.25	\$ 17.25	\$ 1,188.09						
2015	4	10/17	40	19.25	\$ 17.25	\$ 1,188.09						
2015	4	10/24	40	19.25	\$ 17.25	\$ 1,188.09						
2015	4	10/31	40	19.25	\$ 17.25	\$ 1,188.09						
2015	4	11/7	40	19.25	\$ 17.25	\$ 1,188.09						
2015	4	11/14	40	19.25	\$ 17.25	\$ 1,188.09						
2015	4	11/21	40	19.25	\$ 17.25	\$ 1,188.09						
2015	4	11/28	40	19.25	\$ 17.25	\$ 1,188.09						
2015	4	12/5	40	19.25	\$ 17.25	\$ 1,188.09				\$ 3,000.00		
2015	4	12/12	40	19.25	\$ 17.25	\$ 1,188.09						
2015	4	12/19	40	19.25	\$ 17.25	\$ 1,188.09						
2015	4	12/26	40	19.25	\$ 17.25	\$ 1,188.09						
2015	4	Total				\$15,445.22		\$15,445.22	-	\$ 3,000.00	\$ 18,445.22	
2016	1	1/2	27.04	6.02	\$ 17.25	\$622.16						
2016	1	1/9	27.04	6.02	\$ 17.25	\$622.16						
2016	1	1/16	27.04	6.02	\$ 17.25	\$622.16						
2016	1	1/23	27.04	6.02	\$ 17.25	\$622.16						
2016	1	1/30	27.04	6.02	\$ 17.25	\$622.16						
2016	1	2/6	27.04	6.02	\$ 17.25	\$622.16						
2016	1	2/13	27.04	6.02	\$ 17.25	\$622.16						
2016	1	2/20	27.04	6.02	\$ 17.25	\$622.16						
2016	1	2/27	27.04	6.02	\$ 17.25	\$622.16						
2016	1	3/5	27.04	6.02	\$ 17.25	\$622.16						
2016	1	3/12	27.04	6.02	\$ 17.25	\$622.16						
2016	1	3/19	27.04	6.02	\$ 17.25	\$622.16						
2016	1	3/26	27.04	6.02	\$ 17.25	\$622.16						
2016	1	Total				\$8,088.09		\$8,088.09	-	-	\$ 8,088.09	

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NLRB Backpay Calculation

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Case Name:				Lou's Transport, Inc.							
Case Number:				07-A-102517				Backpay period:		Schedule I	
Claimant:				Smith, Ronnie				3/27/13 - 8/22/16		Interest calculated to:	Not Applicable
Year	Qtr	Week End	Reg Hrs	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Bonuses	Net Backpay & Expenses
2013	2	4/6	38.44	20.38	\$ 14.01	\$966.83	1				
2013	2	4/13	38.44	20.38	\$ 14.01	\$966.83					
2013	2	4/20	38.44	20.38	\$ 14.01	\$966.83					
2013	2	4/27	38.44	20.38	\$ 14.49	\$999.95					
2013	2	5/4	38.44	20.38	\$ 14.49	\$999.95					
2013	2	5/11	38.44	20.38	\$ 14.49	\$999.95					
2013	2	5/18	38.44	20.38	\$ 14.49	\$999.95					
2013	2	5/25	38.44	20.38	\$ 14.49	\$999.95					
2013	2	6/1	38.44	20.38	\$ 14.49	\$999.95					
2013	2	6/8	38.44	20.38	\$ 14.49	\$999.95					
2013	2	6/15	38.44	20.38	\$ 14.49	\$999.95					
2013	2	6/22	38.44	20.38	\$ 14.49	\$999.95					
2013	2	6/29	38.44	20.38	\$ 14.49	\$999.95					
2013	2	Total				\$ 12,900.04		\$12,900.04	-	-	\$ 12,900.04
2013	3	7/6	36.92	24.57	\$ 14.49	\$1,069.00					
2013	3	7/13	36.92	24.57	\$ 14.49	\$1,069.00					
2013	3	7/20	36.92	24.57	\$ 14.49	\$1,069.00					
2013	3	7/27	36.92	24.57	\$ 14.49	\$1,069.00					
2013	3	8/3	36.92	24.57	\$ 14.49	\$1,069.00					
2013	3	8/10	36.92	24.57	\$ 14.49	\$1,069.00					
2013	3	8/17	36.92	24.57	\$ 14.49	\$1,069.00					
2013	3	8/24	36.92	24.57	\$ 14.49	\$1,069.00					
2013	3	8/31	36.92	24.57	\$ 14.49	\$1,069.00					
2013	3	9/7	36.92	24.57	\$ 14.49	\$1,069.00					
2013	3	9/14	36.92	24.57	\$ 14.49	\$1,069.00					
2013	3	9/21	36.92	24.57	\$ 14.49	\$1,069.00					
2013	3	9/28	36.92	24.57	\$ 14.49	\$1,069.00					
2013	3	Total				\$ 13,897.00		\$13,897.00	-	-	\$ 13,897.00
2013	4	10/5	36.92	19.75	\$ 14.49	\$964.28					
2013	4	10/12	36.92	19.75	\$ 14.49	\$964.28					
2013	4	10/19	36.92	19.75	\$ 14.49	\$964.28					
2013	4	10/26	36.92	19.75	\$ 14.49	\$964.28					
2013	4	11/2	36.92	19.75	\$ 14.49	\$964.28					
2013	4	11/9	36.92	19.75	\$ 14.49	\$964.28					
2013	4	11/16	36.92	19.75	\$ 14.49	\$964.28					
2013	4	11/23	36.92	19.75	\$ 14.49	\$964.28					
2013	4	11/30	36.92	19.75	\$ 14.49	\$964.28					
2013	4	12/7	36.92	19.75	\$ 14.49	\$964.28					
2013	4	12/14	36.92	19.75	\$ 14.49	\$964.28				\$ 1,234.49	
2013	4	12/21	36.92	19.75	\$ 14.49	\$964.28					
2013	4	12/28	36.92	19.75	\$ 14.49	\$964.28					
2013	4	Total				\$12,535.66		\$12,535.66	-	\$ 1,234.49	\$ 13,770.15

Case Name: Lou's Transport, Inc.												
Case Number: 07-A-102517												
Claimant: Smith, Ronnie								Backpay period: 3/27/13 - 8/22/16		Schedule I Interest calculated to:	Not Applicable	
Year	Qtr	Week End	Reg Hrs	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Bonuses	Net Backpay & Expenses	
2014	1	1/4	34.36	6.07	\$ 17.25	\$749.77						
2014	1	1/11	34.36	6.07	\$ 17.25	\$749.77						
2014	1	1/18	34.36	6.07	\$ 17.25	\$749.77						
2014	1	1/25	34.36	6.07	\$ 17.25	\$749.77						
2014	1	2/1	34.36	6.07	\$ 17.25	\$749.77						
2014	1	2/8	34.36	6.07	\$ 17.25	\$749.77						
2014	1	2/15	34.36	6.07	\$ 17.25	\$749.77						
2014	1	2/22	34.36	6.07	\$ 17.25	\$749.77						
2014	1	3/1	34.36	6.07	\$ 17.25	\$749.77						
2014	1	3/8	34.36	6.07	\$ 17.25	\$749.77						
2014	1	3/15	34.36	6.07	\$ 17.25	\$749.77						
2014	1	3/22	34.36	6.07	\$ 17.25	\$749.77						
2014	1	3/29	34.36	6.07	\$ 17.25	\$749.77						
2014	1	Total				\$9,747.03		\$9,747.03	-		\$ 9,747.03	
2014	2	4/5	40	19.03	\$ 17.25	\$1,182.40						
2014	2	4/12	40	19.03	\$ 17.25	\$1,182.40						
2014	2	4/19	40	19.03	\$ 17.25	\$1,182.40						
2014	2	4/26	40	19.03	\$ 17.25	\$1,182.40						
2014	2	5/3	40	19.03	\$ 17.25	\$1,182.40						
2014	2	5/10	40	19.03	\$ 17.25	\$1,182.40						
2014	2	5/17	40	19.03	\$ 17.25	\$1,182.40						
2014	2	5/24	40	19.03	\$ 17.25	\$1,182.40						
2014	2	5/31	40	19.03	\$ 17.25	\$1,182.40						
2014	2	6/7	40	19.03	\$ 17.25	\$1,182.40						
2014	2	6/14	40	19.03	\$ 17.25	\$1,182.40						
2014	2	6/21	40	19.03	\$ 17.25	\$1,182.40						
2014	2	6/28	40	19.03	\$ 17.25	\$1,182.40						
2014	2	Total				\$ 15,371.22		\$15,371.22	-		\$ 15,371.22	
2014	3	7/5	36.92	24.10	\$ 17.25	\$ 1,260.46						
2014	3	7/12	36.92	24.10	\$ 17.25	\$ 1,260.46						
2014	3	7/19	36.92	24.10	\$ 17.25	\$ 1,260.46						
2014	3	7/26	36.92	24.10	\$ 17.25	\$ 1,260.46						
2014	3	8/2	36.92	24.10	\$ 17.25	\$ 1,260.46						
2014	3	8/9	36.92	24.10	\$ 17.25	\$ 1,260.46						
2014	3	8/16	36.92	24.10	\$ 17.25	\$ 1,260.46						
2014	3	8/23	36.92	24.10	\$ 17.25	\$ 1,260.46						
2014	3	8/30	36.92	24.10	\$ 17.25	\$ 1,260.46						
2014	3	9/6	36.92	24.10	\$ 17.25	\$ 1,260.46						
2014	3	9/13	36.92	24.10	\$ 17.25	\$ 1,260.46						
2014	3	9/20	36.92	24.10	\$ 17.25	\$ 1,260.46						
2014	3	9/27	36.92	24.10	\$ 17.25	\$ 1,260.46						
	3	Total				\$ 16,385.95		\$16,385.95	-		\$ 16,385.95	

Case Name: Lou's Transport, Inc.													
Case Number: 07-A-102517													
Claimant: Smith, Ronnie										Backpay period: 3/27/13 - 8/22/16		Schedule I interest calculated to:	Not Applicable
Year	Qtr	Week End	Reg Hrs	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Bonuses	Net Backpay & Expenses		
2014	4	10/4	40	20.03	\$ 17.25	\$1,208.28							
2014	4	10/11	40	20.03	\$ 17.25	\$1,208.28							
2014	4	10/18	40	20.03	\$ 17.25	\$1,208.28							
2014	4	10/25	40	20.03	\$ 17.25	\$1,208.28							
2014	4	11/1	40	20.03	\$ 17.25	\$1,208.28							
2014	4	11/8	40	20.03	\$ 17.25	\$1,208.28							
2014	4	11/15	40	20.03	\$ 17.25	\$1,208.28							
2014	4	11/22	40	20.03	\$ 17.25	\$1,208.28							
2014	4	11/29	40	20.03	\$ 17.25	\$1,208.28							
2014	4	12/6	40	20.03	\$ 17.25	\$1,208.28							
2014	4	12/13	40	20.03	\$ 17.25	\$1,208.28							
2014	4	12/20	40	20.03	\$ 17.25	\$1,208.28				\$ 2,500.00			
2014	4	12/27	40	20.03	\$ 17.25	\$1,208.28							
2014	4	Total				\$15,707.59		\$15,707.59	-	\$ 2,500.00	\$ 18,207.59		
2015	1	1/3	31.92	3.71	\$ 17.25	\$646.62							
2015	1	1/10	31.92	3.71	\$ 17.25	\$646.62							
2015	1	1/17	31.92	3.71	\$ 17.25	\$646.62							
2015	1	1/24	31.92	3.71	\$ 17.25	\$646.62							
2015	1	1/31	31.92	3.71	\$ 17.25	\$646.62							
2015	1	2/7	31.92	3.71	\$ 17.25	\$646.62							
2015	1	2/14	31.92	3.71	\$ 17.25	\$646.62							
2015	1	2/21	31.92	3.71	\$ 17.25	\$646.62							
2015	1	2/28	31.92	3.71	\$ 17.25	\$646.62							
2015	1	3/7	31.92	3.71	\$ 17.25	\$646.62							
2015	1	3/14	31.92	3.71	\$ 17.25	\$646.62							
2015	1	3/21	31.92	3.71	\$ 17.25	\$646.62							
2015	1	3/28	31.92	3.71	\$ 17.25	\$646.62							
2015	1	Total				\$8,406.01		\$8,406.01	-	-	\$ 8,406.01		
2015	2	4/4	40.00	18.53	\$ 17.25	\$1,169.46							
2015	2	4/11	40.00	18.53	\$ 17.25	\$1,169.46							
2015	2	4/18	40.00	18.53	\$ 17.25	\$1,169.46							
2015	2	4/25	40.00	18.53	\$ 17.25	\$1,169.46							
2015	2	5/2	40.00	18.53	\$ 17.25	\$1,169.46							
2015	2	5/9	40.00	18.53	\$ 17.25	\$1,169.46							
2015	2	5/16	40.00	18.53	\$ 17.25	\$1,169.46							
2015	2	5/23	40.00	18.53	\$ 17.25	\$1,169.46							
2015	2	5/30	40.00	18.53	\$ 17.25	\$1,169.46							
2015	2	6/6	40.00	18.53	\$ 17.25	\$1,169.46							
2015	2	6/13	40.00	18.53	\$ 17.25	\$1,169.46							
2015	2	6/20	40.00	18.53	\$ 17.25	\$1,169.46							
2015	2	6/27	40.00	18.53	\$ 17.25	\$1,169.46							
2015	2	Total				\$15,203.03		\$15,203.03	-	-	\$ 15,203.03		

NLRB Backpay Calculation

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		Case Name:		Lou's Transport, Inc.								
		Case Number:		07-A-102517								
		Claimant:		Smith, Ronnie					Backpay period:		Schedule I interest calculated to:	Not Applicable
									3/27/13 - 8/22/16			
Year	Qtr	Week End	Reg Hrs	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Bonuses	Net Backpay & Expenses	
2015	3	7/4	36.92	23.07	\$ 17.25	\$1,233.81						
2015	3	7/11	36.92	23.07	\$ 17.25	\$1,233.81						
2015	3	7/18	36.92	23.07	\$ 17.25	\$1,233.81						
2015	3	7/25	36.92	23.07	\$ 17.25	\$1,233.81						
2015	3	8/1	36.92	23.07	\$ 17.25	\$1,233.81						
2015	3	8/8	36.92	23.07	\$ 17.25	\$1,233.81						
2015	3	8/15	36.92	23.07	\$ 17.25	\$1,233.81						
2015	3	8/22	36.92	23.07	\$ 17.25	\$1,233.81						
2015	3	8/29	36.92	23.07	\$ 17.25	\$1,233.81						
2015	3	9/5	36.92	23.07	\$ 17.25	\$1,233.81						
2015	3	9/12	36.92	23.07	\$ 17.25	\$1,233.81						
2015	3	9/19	36.92	23.07	\$ 17.25	\$1,233.81						
2015	3	9/26	36.92	23.07	\$ 17.25	\$1,233.81						
2015	3	Total				\$16,039.48		\$16,039.48	-	-	\$ 16,039.48	
2015	4	10/3	36.13	18.73	\$ 17.25	\$1,107.88						
2015	4	10/10	36.13	18.73	\$ 17.25	\$1,107.88						
2015	4	10/17	36.13	18.73	\$ 17.25	\$1,107.88						
2015	4	10/24	36.13	18.73	\$ 17.25	\$1,107.88						
2015	4	10/31	36.13	18.73	\$ 17.25	\$1,107.88						
2015	4	11/7	36.13	18.73	\$ 17.25	\$1,107.88						
2015	4	11/14	36.13	18.73	\$ 17.25	\$1,107.88						
2015	4	11/21	36.13	18.73	\$ 17.25	\$1,107.88						
2015	4	11/28	36.13	18.73	\$ 17.25	\$1,107.88						
2015	4	12/5	36.13	18.73	\$ 17.25	\$1,107.88						
2015	4	12/12	36.13	18.73	\$ 17.25	\$1,107.88				\$ 2,000.00		
2015	4	12/19	36.13	18.73	\$ 17.25	\$1,107.88						
2015	4	12/26	36.13	18.73	\$ 17.25	\$1,107.88						
2015	4	Total				\$14,402.46		\$14,402.46	-	\$ 2,000.00	\$ 16,402.46	
2016	1	1/2	16.13	1.85	\$ 17.25	\$326.09	2					
2016	1	1/9	16.13	1.85	\$ 17.25	\$326.09						
2016	1	1/16	16.13	1.85	\$ 17.25	\$326.09						
2016	1	1/23	16.13	1.85	\$ 17.25	\$326.09						
2016	1	1/30	16.13	1.85	\$ 17.25	\$326.09						
2016	1	2/6	16.13	1.85	\$ 17.25	\$326.09						
2016	1	2/13	16.13	1.85	\$ 17.25	\$326.09						
2016	1	2/20	16.13	1.85	\$ 17.25	\$326.09						
2016	1	2/27	16.13	1.85	\$ 17.25	\$326.09						
2016	1	3/5	16.13	1.85	\$ 17.25	\$326.09						
2016	1	3/12	16.13	1.85	\$ 17.25	\$326.09						
2016	1	3/19	16.13	1.85	\$ 17.25	\$326.09						
2016	1	3/26	16.13	1.85	\$ 17.25	\$326.09						
2016	1	Total				\$4,239.19		\$4,239.19	-	-	\$ 4,239.19	

NLRB Backpay Calculation

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Case: 10-1000 Docket: NLRB Backpay Calculation Page: 011													5
Case Name: Lou's Transport, Inc.													
Case Number: 07-A-102517													
Claimant: Smith, Ronnie								Backpay period: 3/27/13 - 8/22/16		Schedule I interest calculated to: Not Applicable			
Year	Qtr	Week End	Reg Hrs	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Bonuses	Net Backpay & Expenses		
2016	2	4/2	38.19	22.538	\$19.25	\$1,386.00							
2016	2	4/9	38.19	22.538	\$19.25	\$1,386.00							
2016	2	4/16	38.19	22.538	\$19.25	\$1,386.00							
2016	2	4/23	38.19	22.538	\$19.25	\$1,386.00							
2016	2	4/30	38.19	22.538	\$19.25	\$1,386.00							
2016	2	5/7	38.19	22.538	\$19.25	\$1,386.00							
2016	2	5/14	38.19	22.538	\$19.25	\$1,386.00							
2016	2	5/21	38.19	22.538	\$19.25	\$1,386.00				\$ 800.00			
2016	2	5/28	38.19	22.538	\$19.25	\$1,386.00							
2016	2	6/4	38.19	22.538	\$19.25	\$1,386.00							
2016	2	6/11	38.19	22.538	\$19.25	\$1,386.00							
2016	2	6/18	38.19	22.538	\$19.25	\$1,386.00							
2016	2	6/25	38.19	22.538	\$19.25	\$1,386.00							
2016	2	Total				\$ 18,018.00		\$18,018.00	\$ -	\$ 800.00	\$ 18,818.00		
2016	3	7/2	35.00	23.72	\$ 19.25	\$1,358.63							
2016	3	7/9	35.00	23.72	\$ 19.25	\$1,358.63							
2016	3	7/16	35.00	23.72	\$ 19.25	\$1,358.63							
2016	3	7/23	35.00	23.72	\$ 19.25	\$1,358.63							
2016	3	7/30	35.00	23.72	\$ 19.25	\$1,358.63							
2016	3	8/6	35.00	23.72	\$ 19.25	\$1,358.63							
2016	3	8/13	35.00	23.72	\$ 19.25	\$1,358.63							
2016	3	8/20	35.00	23.72	\$ 19.25	\$1,358.63							
2016	3	8/27				-							
2016	3	9/3				-							
2016	3	9/10				-							
2016	3	9/17				-							
2016	3	9/24				-							
2016	3	Total				\$ 10,869.03		\$10,869.03	-	-	\$ 10,869.03		
							Totals	\$183,721.67	-	\$ 6,534.49	\$190,256.16		
								Daily Compound Interest (N/A)					
								Total Backpay, Expenses and Interest \$190,256.16					
Notes													
1/													
2/													
3/													
5/													
6/													
7/													

NLRB Backpay Calculation													1
		Case Name: Lou's Transport, Inc. - Averages for all Comparables											
		Case Number: 07-CA-102517							Comps.' Backpay period:		Schedule J		
		Claimant: Comparable Avg. ST and OT Hours							3/31/2013 - 8/22/2016		calculated to:	Not Applicable	
Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Comp Avg. Gross Backpay	Hershey Qtr. Interim Earnings (N/A)	Hershey Net Backpay (N/A)	Hershey Interim Exp. (N/A)	Avg. Bonuses for Comp. Employees	Comps. Net Backpay & Expenses		
2013	2	4/6	36.18	16.66	\$ 14.87	\$909.67							
2013	2	4/13	36.18	16.66	\$ 14.87	\$909.67							
2013	2	4/20	36.18	16.66	\$ 14.87	\$909.67							
2013	2	4/27	36.18	16.66	\$ 14.87	\$909.67							
2013	2	5/4	36.18	16.66	\$ 14.87	\$909.67							
2013	2	5/11	36.18	16.66	\$ 14.87	\$909.67							
2013	2	5/18	36.18	16.66	\$ 14.87	\$909.67							
2013	2	5/25	36.18	16.66	\$ 14.87	\$909.67							
2013	2	6/1	36.18	16.66	\$ 14.87	\$909.67							
2013	2	6/8	36.18	16.66	\$ 14.87	\$909.67							
2013	2	6/15	36.18	16.66	\$ 14.87	\$909.67							
2013	2	6/22	36.18	16.66	\$ 14.87	\$909.67							
2013	2	6/29	36.18	16.66	\$ 14.87	\$909.67							
2013	2	Total				\$ 11,825.71	\$0.00	\$0.00	\$0.00	\$0.00	\$ 11,825.71		
2013	3	7/6	37.25	21.25	\$ 14.93	\$1,032.15							
2013	3	7/13	37.25	21.25	\$ 14.93	\$1,032.15							
2013	3	7/20	37.25	21.25	\$ 14.93	\$1,032.15							
2013	3	7/27	37.25	21.25	\$ 14.93	\$1,032.15							
2013	3	8/3	37.25	21.25	\$ 14.93	\$1,032.15							
2013	3	8/10	37.25	21.25	\$ 14.93	\$1,032.15							
2013	3	8/17	37.25	21.25	\$ 14.93	\$1,032.15				\$ 72.43			
2013	3	8/24	37.25	21.25	\$ 14.93	\$1,032.15							
2013	3	8/31	37.25	21.25	\$ 14.93	\$1,032.15							
2013	3	9/7	37.25	21.25	\$ 14.93	\$1,032.15							
2013	3	9/14	37.25	21.25	\$ 14.93	\$1,032.15							
2013	3	9/21	37.25	21.25	\$ 14.93	\$1,032.15							
2013	3	9/28	37.25	21.25	\$ 14.93	\$1,032.15							
2013	3	Total				\$ 13,417.95	\$0.00	\$0.00	\$0.00	\$ 72.43	\$ 13,490.38		
2013	4	10/5	35.19	16.58	\$ 14.99	\$ 900.18							
2013	4	10/12	35.19	16.58	\$ 14.99	\$ 900.18							
2013	4	10/19	35.19	16.58	\$ 14.99	\$ 900.18							
2013	4	10/26	35.19	16.58	\$ 14.99	\$ 900.18							
2013	4	11/2	35.19	16.58	\$ 14.99	\$ 900.18							
2013	4	11/9	35.19	16.58	\$ 14.99	\$ 900.18							
2013	4	11/16	35.19	16.58	\$ 14.99	\$ 900.18							
2013	4	11/23	35.19	16.58	\$ 14.99	\$ 900.18							
2013	4	11/30	35.19	16.58	\$ 14.99	\$ 900.18							
2013	4	12/7	35.19	16.58	\$ 14.99	\$ 900.18							
2013	4	12/14	35.19	16.58	\$ 14.99	\$ 900.18				\$ 320.38			
2013	4	12/21	35.19	16.58	\$ 14.99	\$ 900.18							
2013	4	12/28	35.19	16.58	\$ 14.99	\$ 900.18							
2013	4	Total				\$ 11,702.34	\$0.00	\$0.00	\$0.00	\$ 320.38	\$ 12,022.72		

NLRB Backpay Calculation												2
		Case Name: Lou's Transport, Inc. - Averages for all Comparables										
		Case Number: 07-CA-102517						Comps.' Backpay period:		Schedule J		
		Claimant: Comparable Avg. ST and OT Hours						3/31/2013 - 8/22/2016		calculated to:		
										Not Applicable		
Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Comp Avg. Gross Backpay	Hershey Qtr. Interim Earnings (N/A)	Hershey Net Backpay (N/A)	Hershey Interim Exp. (N/A)	Avg. Bonuses for Comp. Employees	Comps. Net Backpay & Expenses	
2014	1	1/4	31.83	4.07	\$ 14.59	\$553.50						
2014	1	1/11	31.83	4.07	\$ 14.59	\$553.50						
2014	1	1/18	31.83	4.07	\$ 14.59	\$553.50						
2014	1	1/25	31.83	4.07	\$ 14.59	\$553.50						
2014	1	2/1	31.83	4.07	\$ 14.59	\$553.50						
2014	1	2/8	31.83	4.07	\$ 14.59	\$553.50						
2014	1	2/15	31.83	4.07	\$ 14.59	\$553.50						
2014	1	2/22	31.83	4.07	\$ 14.59	\$553.50						
2014	1	3/1	31.83	4.07	\$ 14.59	\$553.50						
2014	1	3/8	31.83	4.07	\$ 14.59	\$553.50						
2014	1	3/15	31.83	4.07	\$ 14.59	\$553.50						
2014	1	3/22	31.83	4.07	\$ 14.59	\$553.50						
2014	1	3/29	31.83	4.07	\$ 14.59	\$553.50						
2014	1	Total				\$ 7,195.50	\$0.00	\$0.00	\$0.00	\$0.00	\$ 7,195.50	
2014	2	4/5	35.05	17.37	\$ 16.97	\$ 1,036.87						
2014	2	4/12	35.05	17.37	\$ 16.97	\$ 1,036.87						
2014	2	4/19	35.05	17.37	\$ 16.97	\$ 1,036.87						
2014	2	4/26	35.05	17.37	\$ 16.97	\$ 1,036.87						
2014	2	5/3	35.05	17.37	\$ 16.97	\$ 1,036.87						
2014	2	5/10	35.05	17.37	\$ 16.97	\$ 1,036.87						
2014	2	5/17	35.05	17.37	\$ 16.97	\$ 1,036.87						
2014	2	5/24	35.05	17.37	\$ 16.97	\$ 1,036.87						
2014	2	5/31	35.05	17.37	\$ 16.97	\$ 1,036.87						
2014	2	6/7	35.05	17.37	\$ 16.97	\$ 1,036.87						
2014	2	6/14	35.05	17.37	\$ 16.97	\$ 1,036.87						
2014	2	6/21	35.05	17.37	\$ 16.97	\$ 1,036.87						
2014	2	6/28	35.05	17.37	\$ 16.97	\$ 1,036.87						
2014	2	Total				\$ 13,479.31	\$0.00	\$0.00	\$0.00	\$0.00	\$ 13,479.31	
2014	3	7/5	35.32	20.34	\$ 17.03	\$1,120.99						
2014	3	7/12	35.32	20.34	\$ 17.03	\$1,120.99						
2014	3	7/19	35.32	20.34	\$ 17.03	\$1,120.99						
2014	3	7/26	35.32	20.34	\$ 17.03	\$1,120.99						
2014	3	8/2	35.32	20.34	\$ 17.03	\$1,120.99						
2014	3	8/9	35.32	20.34	\$ 17.03	\$1,120.99						
2014	3	8/16	35.32	20.34	\$ 17.03	\$1,120.99						
2014	3	8/23	35.32	20.34	\$ 17.03	\$1,120.99						
2014	3	8/30	35.32	20.34	\$ 17.03	\$1,120.99						
2014	3	9/6	35.32	20.34	\$ 17.03	\$1,120.99						
2014	3	9/13	35.32	20.34	\$ 17.03	\$1,120.99						
2014	3	9/20	35.32	20.34	\$ 17.03	\$1,120.99						
2014	3	9/27	35.32	20.34	\$ 17.03	\$1,120.99						
2014	3	Total				\$ 14,572.87	\$0.00	\$0.00	\$0.00	\$0.00	\$ 14,572.87	

NLRB Backpay Calculation												3
		Case Name:		Lou's Transport, Inc. - Averages for all Comparables								
		Case Number:		07-CA-102517				Comps.' Backpay period:		Schedule J		
		Claimant:		Comparable Avg. ST and OT Hours				3/31/2013 - 8/22/2016		calculated to:	Not Applicable	
Year	Qtr	Week End	Reg. Hours	OT Hours	Hourly Rate	Comp Avg. Gross Backpay	Hershey Qtr. Interim Earnings (N/A)	Hershey Net Backpay (N/A)	Hershey Interim Exp. (N/A)	Avg. Bonuses for Comp. Employees	Comps. Net Backpay & Expenses	
2014	4	10/4	36.72	19.01	\$ 17.07	\$1,113.52						
2014	4	10/11	36.72	19.01	\$ 17.07	\$1,113.52						
2014	4	10/18	36.72	19.01	\$ 17.07	\$1,113.52						
2014	4	10/25	36.72	19.01	\$ 17.07	\$1,113.52						
2014	4	11/1	36.72	19.01	\$ 17.07	\$1,113.52						
2014	4	11/8	36.72	19.01	\$ 17.07	\$1,113.52						
2014	4	11/15	36.72	19.01	\$ 17.07	\$1,113.52						
2014	4	11/22	36.72	19.01	\$ 17.07	\$1,113.52						
2014	4	11/29	36.72	19.01	\$ 17.07	\$1,113.52						
2014	4	12/6	36.72	19.01	\$ 17.07	\$1,113.52						
2014	4	12/13	36.72	19.01	\$ 17.07	\$1,113.52				\$ 1,722.22		
2014	4	12/20	36.72	19.01	\$ 17.07	\$1,113.52						
2014	4	12/27	36.72	19.01	\$ 17.07	\$1,113.52						
2014	4	Total				\$ 14,475.76	\$0.00	\$0.00	\$0.00	\$ 1,722.22	\$ 16,197.98	
2015	1	1/3	25.59	4.21	\$ 17.08	\$545.07						
2015	1	1/10	25.59	4.21	\$ 17.08	\$545.07						
2015	1	1/17	25.59	4.21	\$ 17.08	\$545.07						
2015	1	1/24	25.59	4.21	\$ 17.08	\$545.07						
2015	1	1/31	25.59	4.21	\$ 17.08	\$545.07						
2015	1	2/7	25.59	4.21	\$ 17.08	\$545.07						
2015	1	2/14	25.59	4.21	\$ 17.08	\$545.07						
2015	1	2/21	25.59	4.21	\$ 17.08	\$545.07						
2015	1	2/28	25.59	4.21	\$ 17.08	\$545.07						
2015	1	3/7	25.59	4.21	\$ 17.08	\$545.07						
2015	1	3/14	25.59	4.21	\$ 17.08	\$545.07						
2015	1	3/21	25.59	4.21	\$ 17.08	\$545.07						
2015	1	3/28	25.59	4.21	\$ 17.08	\$545.07						
2015	1	Total				\$ 7,084.61	\$ -	\$0.00	\$0.00	\$0.00	\$ 7,084.61	
2015	2	4/4	36.93	17.06	\$ 17.08	\$1,067.73						
2015	2	4/11	36.93	17.06	\$ 17.08	\$1,067.73						
2015	2	4/18	36.93	17.06	\$ 17.08	\$1,067.73						
2015	2	4/25	36.93	17.06	\$ 17.08	\$1,067.73						
2015	2	5/2	36.93	17.06	\$ 17.08	\$1,067.73						
2015	2	5/9	36.93	17.06	\$ 17.08	\$1,067.73						
2015	2	5/16	36.93	17.06	\$ 17.08	\$1,067.73						
2015	2	5/23	36.93	17.06	\$ 17.08	\$1,067.73						
2015	2	5/30	36.93	17.06	\$ 17.08	\$1,067.73						
2015	2	6/6	36.93	17.06	\$ 17.08	\$1,067.73						
2015	2	6/13	36.93	17.06	\$ 17.08	\$1,067.73						
2015	2	6/20	36.93	17.06	\$ 17.08	\$1,067.73						
2015	2	6/27	36.93	17.06	\$ 17.08	\$1,067.73						
2015	2	Total				\$ 13,880.49	\$0.00	\$0.00	\$0.00	\$0.00	\$ 13,880.49	

File: SPD-07-CA-102517-2nd Amended Compliance Specification / Sheet: Comp. Avg. Earnings

NLRB Backpay Calculation												4
		Case Name: Lou's Transport, Inc. - Averages for all Comparables										
		Case Number: 07-CA-102517						Comps.' Backpay period:		Schedule J		
		Claimant: Comparable Avg. ST and OT Hours						3/31/2013 - 8/22/2016		calculated to:	Not Applicable	
Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Comp Avg. Gross Backpay	Hershey Qtr. Interim Earnings (N/A)	Hershey Net Backpay (N/A)	Hershey Interim Exp. (N/A)	Avg. Bonuses for Comp. Employees	Comps. Net Backpay & Expenses	
2015	3	7/4	36.87	18.24	\$ 17.12	\$ 1,099.62						
2015	3	7/11	36.87	18.24	\$ 17.12	\$ 1,099.62						
2015	3	7/18	36.87	18.24	\$ 17.12	\$ 1,099.62						
2015	3	7/25	36.87	18.24	\$ 17.12	\$ 1,099.62						
2015	3	8/1	36.87	18.24	\$ 17.12	\$ 1,099.62						
2015	3	8/8	36.87	18.24	\$ 17.12	\$ 1,099.62						
2015	3	8/15	36.87	18.24	\$ 17.12	\$ 1,099.62						
2015	3	8/22	36.87	18.24	\$ 17.12	\$ 1,099.62						
2015	3	8/29	36.87	18.24	\$ 17.12	\$ 1,099.62				\$ 255.65		
2015	3	9/5	36.87	18.24	\$ 17.12	\$ 1,099.62						
2015	3	9/12	36.87	18.24	\$ 17.12	\$ 1,099.62						
2015	3	9/19	36.87	18.24	\$ 17.12	\$ 1,099.62						
2015	3	9/26	36.87	18.24	\$ 17.12	\$ 1,099.62						
2015	3	Total				\$ 14,295.06	\$0.00	\$0.00	\$0.00	\$ 255.65	\$ 14,550.71	
2015	4	10/3	33.21	14.95	\$ 17.14	\$953.60						
2015	4	10/10	33.21	14.95	\$ 17.14	\$953.60						
2015	4	10/17	33.21	14.95	\$ 17.14	\$953.60						
2015	4	10/24	33.21	14.95	\$ 17.14	\$953.60						
2015	4	10/31	33.21	14.95	\$ 17.14	\$953.60						
2015	4	11/7	33.21	14.95	\$ 17.14	\$953.60						
2015	4	11/14	33.21	14.95	\$ 17.14	\$953.60						
2015	4	11/21	33.21	14.95	\$ 17.14	\$953.60						
2015	4	11/28	33.21	14.95	\$ 17.14	\$953.60						
2015	4	12/5	33.21	14.95	\$ 17.14	\$953.60						
2015	4	12/12	33.21	14.95	\$ 17.14	\$953.60				\$ 2,000.00		
2015	4	12/19	33.21	14.95	\$ 17.14	\$953.60						
2015	4	12/26	33.21	14.95	\$ 17.14	\$953.60						
2015	4	Total				\$ 12,396.80	\$0.00	\$0.00	\$0.00	\$2,000.00	\$ 14,396.80	
2016	1	1/2	25.37	4.58	\$ 17.11	\$551.64						
2016	1	1/9	25.37	4.58	\$ 17.11	\$551.64						
2016	1	1/16	25.37	4.58	\$ 17.11	\$551.64						
2016	1	1/23	25.37	4.58	\$ 17.11	\$551.64						
2016	1	1/30	25.37	4.58	\$ 17.11	\$551.64						
2016	1	2/6	25.37	4.58	\$ 17.11	\$551.64						
2016	1	2/13	25.37	4.58	\$ 17.11	\$551.64						
2016	1	2/20	25.37	4.58	\$ 17.11	\$551.64						
2016	1	2/27	25.37	4.58	\$ 17.11	\$551.64						
2016	1	3/5	25.37	4.58	\$ 17.11	\$551.64						
2016	1	3/12	25.37	4.58	\$ 17.11	\$551.64						
2016	1	3/19	25.37	4.58	\$ 17.11	\$551.64						
2016	1	3/26	25.37	4.58	\$ 17.11	\$551.64						
2016	1	Total				\$ 7,171.32	\$0.00	\$0.00	\$0.00	\$0.00	\$ 7,171.32	

File: SPD-07-CA-102517-2nd Amended Compliance Specification / Sheet: Comp. Avg. Earnings

NLRB Backpay Calculation												5
		Case Name: Lou's Transport, Inc. - Averages for all Comparables										
		Case Number: 07-CA-102517						Comps.' Backpay period:		Schedule J		
		Claimant: Comparable Avg. ST and OT Hours						3/31/2013 - 8/22/2016		calculated to:		Not Applicable
Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Comp Avg. Gross Backpay	Hershey Qtr. Interim Earnings (N/A)	Hershey Net Backpay (N/A)	Hershey Interim Exp. (N/A)	Avg. Bonuses for Comp. Employees	Comps. Net Backpay & Expenses	
2016	2	4/2	38.43	18.48	\$ 19.19	\$ 1,269.10						
2016	2	4/9	38.43	18.48	\$ 19.19	\$ 1,269.10						
2016	2	4/16	38.43	18.48	\$ 19.19	\$ 1,269.10						
2016	2	4/23	38.43	18.48	\$ 19.19	\$ 1,269.10						
2016	2	4/30	38.43	18.48	\$ 19.19	\$ 1,269.10						
2016	2	5/7	38.43	18.48	\$ 19.19	\$ 1,269.10						
2016	2	5/14	38.43	18.48	\$ 19.19	\$ 1,269.10						
2016	2	5/21	38.43	18.48	\$ 19.19	\$ 1,269.10				\$ 650.00		
2016	2	5/28	38.43	18.48	\$ 19.19	\$ 1,269.10						
2016	2	6/4	38.43	18.48	\$ 19.19	\$ 1,269.10						
2016	2	6/11	38.43	18.48	\$ 19.19	\$ 1,269.10						
2016	2	6/18	38.43	18.48	\$ 19.19	\$ 1,269.10						
2016	2	6/25	38.43	18.48	\$ 19.19	\$ 1,269.10						
2016	2	Total				\$ 16,498.30	\$0.00	\$0.00	\$0.00	\$ 650.00	\$ 17,148.30	
2016	3	7/2	24.29	13.08	\$ 19.31	\$ 847.90						
2016	3	7/9	24.29	13.08	\$ 19.31	\$ 847.90						
2016	3	7/16	24.29	13.08	\$ 19.31	\$ 847.90						
2016	3	7/23	24.29	13.08	\$ 19.31	\$ 847.90						
2016	3	7/30	24.29	13.08	\$ 19.31	\$ 847.90						
2016	3	8/6	24.29	13.08	\$ 19.31	\$ 847.90						
2016	3	8/13	24.29	13.08	\$ 19.31	\$ 847.90						
2016	3	8/20	24.29	13.08	\$ 19.31	\$ 847.90						
2016	3	8/27				-						
2016	3	9/3				-						
2016	3	9/10				-						
2016	3	9/17				-						
2016	3	9/24				-						
2016	3	Total				\$ 6,783.20	\$0.00	\$0.00	\$0.00	\$0.00	\$ 6,783.20	
							Totals	\$0.00	\$0.00	\$5,020.68	\$169,799.90	
								Daily Compound Interest (N/A)		\$0.00		
								Total Backpay, Expenses and Interest		\$169,799.90		
Notes												
1/												
2/												
3/												
4/												
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6/												
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File: SPD.07-CA-102517.2nd Amended Compliance Specification / Sheet: Comp. Avg. Earnings

NLRB Backpay Calculation											
		Case Name:		Lou's Transport, Inc.							
		Case Number:		07-CA-102517					Backpay period:		Schedule K
		Claimant:		Michael Hershey					3/27/2013 - 8/22/2016		Interest calculated to: Not Applicable
Year	Qtr.	Week End	Reg. Hrs	OT Hours	Hourly Rate	Comp. Avg. Gross Backpay	Hershey Adjusted Qtr. Interim Earnings	Hershey Net Backpay	Hershey Interim Expenses	Avg. Bonuses for Comp. Employees	Hershey Net Backpay, Bonuses & Expenses
2013	1	1/5				-					
2013	1	1/12				-					
2013	1	1/19				-					
2013	1	1/26				-					
2013	1	2/2				-					
2013	1	2/9				-					
2013	1	2/16				-					
2013	1	2/23				-					
2013	1	3/2				-					
2013	1	3/9				-					
2013	1	3/16				-					
2013	1	3/23				-					
2013	1	3/30	20	9.66	\$ 15.00	\$ 517.35	\$ -	1			
2013	1	Total				\$ 517.35	\$ -	\$ 517.35	-	-	\$ 517.35
2013	2	4/6	36.18	16.66	\$ 14.87	\$ 909.87	\$ 501.25		\$ 178.32		
2013	2	4/13	36.18	16.66	\$ 14.87	\$ 909.87	\$ 215.00		\$ 178.32		
2013	2	4/20	36.18	16.66	\$ 14.87	\$ 909.87	\$ 255.00		\$ 178.32		
2013	2	4/27	36.18	16.66	\$ 14.87	\$ 909.87	\$ 630.25		\$ 178.32		
2013	2	5/4	36.18	16.66	\$ 14.87	\$ 909.87	\$ 1,039.89		\$ 178.32		
2013	2	5/11	36.18	16.66	\$ 14.87	\$ 909.87	\$ 1,039.89		\$ 178.32		
2013	2	5/18	36.18	16.66	\$ 14.87	\$ 909.87	\$ 1,039.89		\$ 178.32		
2013	2	5/25	36.18	16.66	\$ 14.87	\$ 909.87	\$ 1,039.89		\$ 178.32		
2013	2	6/1	36.18	16.66	\$ 14.87	\$ 909.87	\$ 782.00		\$ 178.32		
2013	2	6/8	36.18	16.66	\$ 14.87	\$ 909.87	\$ 1,039.89		\$ 178.33		
2013	2	6/15	36.18	16.66	\$ 14.87	\$ 909.87	\$ 801.13		\$ 178.33		
2013	2	6/22	36.18	16.66	\$ 14.87	\$ 909.87	\$ 1,039.89		\$ 178.33		
2013	2	6/29	36.18	16.66	\$ 14.87	\$ 909.87	\$ 1,039.89		\$ 178.33		
2013	2	Total				\$ 11,825.71	\$ 10,463.88	\$ 1,361.85	\$ 2,318.20		\$ 3,680.05

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NLRB Backpay Calculation												
		Case Name: Lou's Transport, Inc.										
		Case Number: 07-CA-102517							Backpay period:		Schedule K	
		Claimant: Michael Hershey							3/27/2013 - 8/22/2016		Interest calculated to:	Not Applicable
Year	Qtr.	Week End	Reg. Hrs	OT Hours	Hourly Rate	Comp. Avg. Gross Backpay	Hershey Adjusted Qtr. Interim Earnings	Hershey Net Backpay	Hershey Interim Expenses	Avg. Bonuses for Comp. Employees	Hershey Net Backpay, Bonuses & Expenses	
2013	3	7/6	37.25	21.25	\$ 14.93	\$ 1,032.15	\$ 420.75		\$ 244.29			
2013	3	7/13	37.25	21.25	\$ 14.93	\$ 1,032.15	\$ 1,175.13		\$ 244.29			
2013	3	7/20	37.25	21.25	\$ 14.93	\$ 1,032.15	\$ 1,175.13		\$ 244.29			
2013	3	7/27	37.25	21.25	\$ 14.93	\$ 1,032.15	\$ 1,175.13		\$ 244.30			
2013	3	8/3	37.25	21.25	\$ 14.93	\$ 1,032.15	\$ 1,175.13		\$ 244.30			
2013	3	8/10	37.25	21.25	\$ 14.93	\$ 1,032.15	\$ 1,175.13		\$ 244.30			
2013	3	8/17	37.25	21.25	\$ 14.93	\$ 1,032.15	\$ 1,175.13		\$ 244.30	\$72.43		
2013	3	8/24	37.25	21.25	\$ 14.93	\$ 1,032.15	\$ 1,175.13		\$ 244.30			
2013	3	8/31	37.25	21.25	\$ 14.93	\$ 1,032.15	\$ 1,175.13		\$ 244.30			
2013	3	8/7	37.25	21.25	\$ 14.93	\$ 1,032.15	\$ 1,175.13		\$ 244.30			
2013	3	9/14	37.25	21.25	\$ 14.93	\$ 1,032.15	\$ 1,175.13		\$ 244.30			
2013	3	9/21	37.25	21.25	\$ 14.93	\$ 1,032.15	\$ 1,175.13		\$ 244.30			
2013	3	9/28	37.25	21.25	\$ 14.93	\$ 1,032.15	\$ 1,175.13		\$ 244.30			
2013	3	Total				\$ 13,417.95	\$ 14,522.25	\$0.00	\$ 3,175.87	\$72.43	\$ 3,248.30	
2013	4	10/5	35.19	16.58	\$ 14.99	\$ 900.18	\$ 1,021.02		\$ 253.77			
2013	4	10/12	35.19	16.58	\$ 14.99	\$ 900.18	\$ 1,021.02		\$ 253.78			
2013	4	10/19	35.19	16.58	\$ 14.99	\$ 900.18	\$ 1,021.02		\$ 253.78			
2013	4	10/26	35.19	16.58	\$ 14.99	\$ 900.18	\$ 1,021.02		\$ 253.78			
2013	4	11/2	35.19	16.58	\$ 14.99	\$ 900.18	\$ 1,021.02		\$ 253.78			
2013	4	11/9	35.19	16.58	\$ 14.99	\$ 900.18	\$ 1,021.02		\$ 253.78			
2013	4	11/16	35.19	16.58	\$ 14.99	\$ 900.18	\$ 864.88		\$ 253.78			
2013	4	11/23	35.19	16.58	\$ 14.99	\$ 900.18	\$ 1,021.02		\$ 253.78			
2013	4	11/30	35.19	16.58	\$ 14.99	\$ 900.18	\$ 663.00		\$ 253.78			
2013	4	12/7	35.19	16.58	\$ 14.99	\$ 900.18	\$ 1,021.02		\$ 253.78			
2013	4	12/14	35.19	16.58	\$ 14.99	\$ 900.18	\$ 1,438.17	2	\$ 253.78	\$320.38		
2013	4	12/21	35.19	16.58	\$ 14.99	\$ 900.18	\$ 1,021.02		\$ 253.78			
2013	4	12/28	35.19	16.58	\$ 14.99	\$ 900.18	\$0.00		\$0.00			
2013	4	Total				\$ 11,702.34	\$12,155.23	\$0.00	\$3,045.35	\$320.38	\$ 3,365.73	

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NLRB Backpay Calculation											
		Case Name:		Lou's Transport, Inc.							
		Case Number:		07-CA-102517					Backpay period:		Schedule K
		Claimant:		Michael Hershey					3/27/2013 - 8/22/2016		Interest calculated to:
											Not Applicable
Year	Qtr.	Week End	Reg. Hrs	OT Hours	Hourly Rate	Comp. Avg. Gross Backpay	Hershey Adjusted Qtr. Interim Earnings	Hershey Net Backpay	Hershey Interim Expenses	Avg. Bonuses for Comp. Employees	Hershey Net Backpay, Bonuses & Expenses
2014	1	1/4	31.83	4.07	\$ 14.59	\$ 553.50	\$ 993.95	3	\$ 169.62		
2014	1	1/11	31.83	4.07	\$ 14.59	\$ 553.50	\$ 195.50		\$ 169.62		
2014	1	1/18	31.83	4.07	\$ 14.59	\$ 553.50	\$ 644.90		\$ 169.62		
2014	1	1/25	31.83	4.07	\$ 14.59	\$ 553.50	\$ 0.00		\$ 0.00		
2014	1	2/1	31.83	4.07	\$ 14.59	\$ 553.50	\$ 182.75		\$ 169.62		
2014	1	2/8	31.83	4.07	\$ 14.59	\$ 553.50	\$ 395.25		\$ 169.62		
2014	1	2/15	31.83	4.07	\$ 14.59	\$ 553.50	\$ 644.90		\$ 169.62		
2014	1	2/22	31.83	4.07	\$ 14.59	\$ 553.50	\$ 391.00		\$ 169.63		
2014	1	3/1	31.83	4.07	\$ 14.59	\$ 553.50	\$ 644.90		\$ 169.63		
2014	1	3/8	31.83	4.07	\$ 14.59	\$ 553.50	\$ 644.90		\$ 169.63		
2014	1	3/15	31.83	4.07	\$ 14.59	\$ 553.50	\$ 140.25		\$ 169.63		
2014	1	3/22	31.83	4.07	\$ 14.59	\$ 553.50	\$ 0.00		\$ 0.00		
2014	1	3/29	31.83	4.07	\$ 14.59	\$ 553.50	\$ 0.00		\$ 0.00		
2014	1	Total				\$ 7,195.50	\$ 4,878.30	\$ 2,317.21	\$ 1,696.24		\$ 4,013.45
2014	2	4/5	35.05	17.37	\$ 16.97	\$ 1,036.87	\$ 183.75		\$ 199.01		
2014	2	4/12	35.05	17.37	\$ 16.97	\$ 1,036.87	\$ 1,069.34		\$ 199.01		
2014	2	4/19	35.05	17.37	\$ 16.97	\$ 1,036.87	\$ 595.00		\$ 199.01		
2014	2	4/26	35.05	17.37	\$ 16.97	\$ 1,036.87	\$ 850.94		\$ 199.01		
2014	2	5/3	35.05	17.37	\$ 16.97	\$ 1,036.87	\$ 1,069.34		\$ 199.01		
2014	2	5/10	35.05	17.37	\$ 16.97	\$ 1,036.87	\$ 1,069.34		\$ 199.01		
2014	2	5/17	35.05	17.37	\$ 16.97	\$ 1,036.87	\$ 1,069.34		\$ 199.02		
2014	2	5/24	35.05	17.37	\$ 16.97	\$ 1,036.87	\$ 1,069.34		\$ 199.02		
2014	2	5/31	35.05	17.37	\$ 16.97	\$ 1,036.87	\$ 1,069.34		\$ 199.02		
2014	2	6/7	35.05	17.37	\$ 16.97	\$ 1,036.87	\$ 1,069.34		\$ 199.02		
2014	2	6/14	35.05	17.37	\$ 16.97	\$ 1,036.87	\$ 1,069.34		\$ 199.02		
2014	2	6/21	35.05	17.37	\$ 16.97	\$ 1,036.87	\$ 1,069.34		\$ 199.02		
2014	2	6/28	35.05	17.37	\$ 16.97	\$ 1,036.87	\$ 1,069.34		\$ 199.02		
2014	2	Total				\$ 13,479.31	\$ 12,323.09	\$ 1,156.22	\$ 2,587.20		\$ 3,743.42

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NLRB Backpay Calculation												
Case Name:			Lou's Transport, Inc.									
Case Number:			07-CA-102517						Backpay period:		Schedule K	
Claimant:			Michael Hershey						3/27/2013 - 8/22/2016		Interest calculated to:	Not Applicable
Year	Qtr.	Week End	Reg. Hrs	OT Hours	Hourly Rate	Comp. Avg. Gross Backpay	Hershey Adjusted Qtr. Interim Earnings		Hershey Net Backpay	Hershey Interim Expenses	Avg. Bonuses for Comp. Employees	Hershey Net Backpay, Bonuses & Expenses
2014	3	7/5	35.32	20.34	\$ 17.03	\$ 1,120.99	\$0.00			\$0.00		
2014	3	7/12	35.32	20.34	\$ 17.03	\$ 1,120.99	\$ 1,120.00			\$ 159.41		
2014	3	7/19	35.32	20.34	\$ 17.03	\$ 1,120.99	\$ 1,152.02			\$ 159.41		
2014	3	7/26	35.32	20.34	\$ 17.03	\$ 1,120.99	\$ 1,152.02			\$ 159.41		
2014	3	8/2	35.32	20.34	\$ 17.03	\$ 1,120.99	\$ 1,152.02			\$ 159.41		
2014	3	8/9	35.32	20.34	\$ 17.03	\$ 1,120.99	\$ 1,152.02			\$ 159.41		
2014	3	8/16	35.32	20.34	\$ 17.03	\$ 1,120.99	\$ 1,152.02			\$ 159.41		
2014	3	8/23	35.32	20.34	\$ 17.03	\$ 1,120.99	\$ 1,152.02			\$ 159.41		
2014	3	8/30	35.32	20.34	\$ 17.03	\$ 1,120.99	\$ 1,152.02			\$ 159.41		
2014	3	9/6	35.32	20.34	\$ 17.03	\$ 1,120.99	\$ 1,184.84			\$ 159.41		
2014	3	9/13	35.32	20.34	\$ 17.03	\$ 1,120.99	\$ 1,184.84			\$ 159.41		
2014	3	9/20	35.32	20.34	\$ 17.03	\$ 1,120.99	\$ 1,888.69	4		\$ 159.41		
2014	3	9/27	35.32	20.34	\$ 17.03	\$ 1,120.99	\$ 1,184.84			\$ 159.41		
2014	3	Total				\$ 14,572.87	\$ 14,627.35		\$0.00	\$ 1,912.96		\$ 1,912.96
2014	4	10/4	36.72	19.01	\$ 17.07	\$ 1,113.52	\$ 1,174.23			\$ 124.92		
2014	4	10/11	36.72	19.01	\$ 17.07	\$ 1,113.52	\$ 1,174.23			\$ 124.92		
2014	4	10/18	36.72	19.01	\$ 17.07	\$ 1,113.52	\$ 1,174.23			\$ 124.92		
2014	4	10/25	36.72	19.01	\$ 17.07	\$ 1,113.52	\$ 1,118.25			\$ 124.92		
2014	4	11/1	36.72	19.01	\$ 17.07	\$ 1,113.52	\$ 1,174.23			\$ 124.92		
2014	4	11/8	36.72	19.01	\$ 17.07	\$ 1,113.52	\$ 1,174.23			\$ 124.92		
2014	4	11/15	36.72	19.01	\$ 17.07	\$ 1,113.52	\$ 1,174.23			\$ 124.92		
2014	4	11/22	36.72	19.01	\$ 17.07	\$ 1,113.52	\$ 1,174.23			\$ 124.92		
2014	4	11/29	36.72	19.01	\$ 17.07	\$ 1,113.52	\$ 1,174.23			\$ 124.92		
2014	4	12/6	36.72	19.01	\$ 17.07	\$ 1,113.52	\$ 834.75			\$ 124.93		
2014	4	12/13	36.72	19.01	\$ 17.07	\$ 1,113.52	\$ 693.00			\$ 124.93	\$1,722.22	
2014	4	12/20	36.72	19.01	\$ 17.07	\$ 1,113.52	\$ 1,174.23			\$ 124.93		
2014	4	12/27	36.72	19.01	\$ 17.07	\$ 1,113.52	\$ 558.00			\$ 124.93		
2014	4	Total				\$ 14,475.76	\$ 13,772.07		\$ 703.69	\$ 1,624.00	\$1,722.22	\$ 4,049.91
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File: SPD 07-CA-102517 2nd Amended Compliance Specification / Sheet: Hershey

				NLRB Backpay Calculation									
		Case Name:		Lou's Transport, Inc.									
		Case Number:		07-CA-102517						Backpay period:		Schedule K	
		Claimant:		Michael Hershey						3/27/2013 - 8/22/2016		Interest calculated to:	Not Applicable
Year	Qtr.	Week End	Reg. Hrs	OT Hours	Hourly Rate	Comp. Avg. Gross Backpay	Hershey Adjusted Qtr. Interim Earnings		Hershey Net Backpay	Hershey Interim Expenses	Avg. Bonuses for Comp. Employees	Hershey Net Backpay, Bonuses & Expenses	
2015	1	1/3	25.59	4.21	\$ 17.08	\$ 544.97	\$ 360.00			\$ 21.67			
2015	1	1/10	25.59	4.21	\$ 17.08	\$ 544.97	\$ 574.32			\$ 21.67			
2015	1	1/17	25.59	4.21	\$ 17.08	\$ 544.97	\$ 432.00			\$ 21.67			
2015	1	1/24	25.59	4.21	\$ 17.08	\$ 544.97	\$ 175.50			\$ 21.67			
2015	1	1/31	25.59	4.21	\$ 17.08	\$ 544.97	\$ 434.25			\$ 21.67			
2015	1	2/7	25.59	4.21	\$ 17.08	\$ 544.97	\$ 574.32			\$ 21.67			
2015	1	2/14	25.59	4.21	\$ 17.08	\$ 544.97	\$ 574.32			\$ 21.67			
2015	1	2/21	25.59	4.21	\$ 17.08	\$ 544.97	\$ 504.00			\$ 21.67			
2015	1	2/28	25.59	4.21	\$ 17.08	\$ 544.97	\$ 504.00			\$ 21.67			
2015	1	3/7	25.59	4.21	\$ 17.08	\$ 544.97	\$ 465.75			\$ 21.68			
2015	1	3/14	25.59	4.21	\$ 17.08	\$ 544.97	\$ 574.32			\$ 21.68			
2015	1	3/21	25.59	4.21	\$ 17.08	\$ 544.97	\$ 434.25			\$ 21.68			
2015	1	3/28	25.59	4.21	\$ 17.08	\$ 544.97	\$ 574.32			\$ 21.68			
2015	1	Total				\$ 7,084.61	\$ 6,181.35		\$ 903.26	\$ 281.75		\$ 1,185.01	
2015	2	4/4	36.93	17.06	\$ 17.08	\$ 1,067.73	\$ 432.00			\$ 144.90			
2015	2	4/11	36.93	17.06	\$ 17.08	\$ 1,067.73	\$ 432.00			\$ 144.90			
2015	2	4/18	36.93	17.06	\$ 17.08	\$ 1,067.73	\$ 634.50			\$ 144.90			
2015	2	4/25	36.93	17.06	\$ 17.08	\$ 1,067.73	\$ 1,008.00			\$ 144.90			
2015	2	5/2	36.93	17.06	\$ 17.08	\$ 1,067.73	\$ 1,125.36			\$ 144.90			
2015	2	5/9	36.93	17.06	\$ 17.08	\$ 1,067.73	\$ 1,125.36			\$ 144.90			
2015	2	5/16	36.93	17.06	\$ 17.08	\$ 1,067.73	\$ 1,125.36			\$ 144.90			
2015	2	5/23	36.93	17.06	\$ 17.08	\$ 1,067.73	\$ 1,125.36			\$ 144.90			
2015	2	5/30	36.93	17.06	\$ 17.08	\$ 1,067.73	\$ 942.75			\$ 144.90			
2015	2	6/6	36.93	17.06	\$ 17.08	\$ 1,067.73	\$ 1,125.36			\$ 144.90			
2015	2	6/13	36.93	17.06	\$ 17.08	\$ 1,067.73	\$ 1,125.36			\$ 144.90			
2015	2	6/20	36.93	17.06	\$ 17.08	\$ 1,067.73	\$ 1,125.36			\$ 144.90			
2015	2	6/27	36.93	17.06	\$ 17.08	\$ 1,067.73	\$ 1,125.36			\$ 144.90			
2015	2	Total				\$ 13,880.49	\$ 12,452.13		\$ 1,428.36	\$ 1,883.70		\$ 3,312.06	

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NLRB Backpay Calculation											
Case Name:		Lou's Transport, Inc.									
Case Number:		07-CA-102517						Backpay period:		Schedule K	
Claimant:		Michael Hershey						3/27/2013 - 8/22/2016		Interest calculated to:	Not Applicable
Year	Qtr.	Week End	Reg. Hrs	OT Hours	Hourly Rate	Comp. Avg. Gross Backpay	Hershey Adjusted Qtr. Interim Earnings	Hershey Net Backpay	Hershey Interim Expenses	Avg. Bonuses for Comp. Employees	Hershey Net Backpay, Bonuses & Expenses
2015	3	7/4	36.87	18.24	\$ 17.12	\$ 1,099.62	\$ 1,156.14		\$ 164.71		
2015	3	7/11	36.87	18.24	\$ 17.12	\$ 1,099.62	\$ 1,156.14		\$ 164.71		
2015	3	7/18	36.87	18.24	\$ 17.12	\$ 1,099.62	\$ 1,156.14		\$ 164.71		
2015	3	7/25	36.87	18.24	\$ 17.12	\$ 1,099.62	\$ 1,156.14		\$ 164.71		
2015	3	8/1	36.87	18.24	\$ 17.12	\$ 1,099.62	\$ 1,156.14		\$ 164.71		
2015	3	8/8	36.87	18.24	\$ 17.12	\$ 1,099.62	\$ 1,156.14		\$ 164.71		
2015	3	8/15	36.87	18.24	\$ 17.12	\$ 1,099.62	\$ 1,156.14		\$ 164.72		
2015	3	8/22	36.87	18.24	\$ 17.12	\$ 1,099.62	\$ 1,156.14		\$ 164.72	\$255.65	
2015	3	8/29	36.87	18.24	\$ 17.12	\$ 1,099.62	\$ 1,156.14		\$ 164.72		
2015	3	9/5	36.87	18.24	\$ 17.12	\$ 1,099.62	\$ 1,156.14		\$ 164.72		
2015	3	9/12	36.87	18.24	\$ 17.12	\$ 1,099.62	\$ 1,156.14		\$ 164.72		
2015	3	9/19	36.87	18.24	\$ 17.12	\$ 1,099.62	\$ 1,156.14		\$ 164.72		
2015	3	9/26	36.87	18.24	\$ 17.12	\$ 1,099.62	\$ 1,156.14		\$ 164.72		
2015	3	Total				\$ 14,295.06	\$ 15,029.82	\$0.00	\$ 2,141.30	\$255.65	\$ 2,396.95
2015	4	10/3	33.21	14.95	\$ 17.14	\$ 953.60	\$ 1,001.43		\$ 132.42		
2015	4	10/10	33.21	14.95	\$ 17.14	\$ 953.60	\$ 1,001.43		\$ 132.42		
2015	4	10/17	33.21	14.95	\$ 17.14	\$ 953.60	\$ 1,001.43		\$ 132.42		
2015	4	10/24	33.21	14.95	\$ 17.14	\$ 953.60	\$ 1,001.43		\$ 132.42		
2015	4	10/31	33.21	14.95	\$ 17.14	\$ 953.60	\$ 1,001.43		\$ 132.42		
2015	4	11/7	33.21	14.95	\$ 17.14	\$ 953.60	\$ 1,001.43		\$ 132.43		
2015	4	11/14	33.21	14.95	\$ 17.14	\$ 953.60	\$ 1,001.43		\$ 132.43		
2015	4	11/21	33.21	14.95	\$ 17.14	\$ 953.60	\$ 1,001.43		\$ 132.43		
2015	4	11/28	33.21	14.95	\$ 17.14	\$ 953.60	\$ 691.60		\$ 132.43		
2015	4	12/5	33.21	14.95	\$ 17.14	\$ 953.60	\$ 691.60		\$ 132.43		
2015	4	12/12	33.21	14.95	\$ 17.14	\$ 953.60	\$ 811.64		\$ 132.43	\$2,000.00	
2015	4	12/19	33.21	14.95	\$ 17.14	\$ 953.60	\$ 1,894.48	5	\$ 132.43		
2015	4	12/26	33.21	14.95	\$ 17.14	\$ 953.60	\$ 859.54		\$ 132.43		
2015	4	Total				\$ 12,396.80	\$ 12,980.30	\$0.00	\$ 1,721.54	\$ 2,000.00	\$ 3,721.54

File: SPD 07-CA-102517.2nd Amended Compliance Specification / Sheet: Hershey

NLRB Backpay Calculation											
		Case Name:		Lou's Transport, Inc.							
		Case Number:		07-CA-102517					Backpay period:		Schedule K
		Claimant:		Michael Hershey					3/27/2013 - 8/22/2016		Interest calculated to:
											Not Applicable
Year	Qtr.	Week End	Reg. Hrs	OT Hours	Hourly Rate	Comp. Avg. Gross Backpay	Hershey Adjusted Qtr. Interim Earnings	Hershey Net Backpay	Hershey Interim Expenses	Avg. Bonuses for Comp. Employees	Hershey Net Backpay, Bonuses & Expenses
2016	1	1/2	25.37	4.58	\$ 17.11	\$ 551.64	\$ 580.32		\$ 7.97		
2016	1	1/9	25.37	4.58	\$ 17.11	\$ 551.64	\$ 580.32		\$ 7.97		
2016	1	1/16	25.37	4.58	\$ 17.11	\$ 551.64	\$ 580.32		\$ 7.97		
2016	1	1/23	25.37	4.58	\$ 17.11	\$ 551.64	\$ 580.32		\$ 7.97		
2016	1	1/30	25.37	4.58	\$ 17.11	\$ 551.64	\$ 580.32		\$ 7.97		
2016	1	2/6	25.37	4.58	\$ 17.11	\$ 551.64	\$ 580.32		\$ 7.97		
2016	1	2/13	25.37	4.58	\$ 17.11	\$ 551.64	\$ 561.65		\$ 7.98		
2016	1	2/20	25.37	4.58	\$ 17.11	\$ 551.64	\$ 561.65		\$ 7.98		
2016	1	2/27	25.37	4.58	\$ 17.11	\$ 551.64	\$ 580.32		\$ 7.98		
2016	1	3/5	25.37	4.58	\$ 17.11	\$ 551.64	\$ 580.32		\$ 7.98		
2016	1	3/12	25.37	4.58	\$ 17.11	\$ 551.64	\$ 580.32		\$ 7.98		
2016	1	3/19	25.37	4.58	\$ 17.11	\$ 551.64	\$ 580.32		\$ 7.98		
2016	1	3/26	25.37	4.58	\$ 17.11	\$ 551.64	\$ 580.32		\$ 7.98		
2016	1	Total				\$ 7,171.32	\$ 7,508.82	\$0.00	\$ 103.68		\$ 103.68
2016	2	4/2	38.43	18.475	\$ 19.19	\$ 1,269.10	\$ 717.28		\$ 7.97		
2016	2	4/9	38.43	18.475	\$ 19.19	\$ 1,269.10	\$ 717.28		\$ 7.97		
2016	2	4/16	38.43	18.475	\$ 19.19	\$ 1,269.10	\$ 691.60		\$ 7.97		
2016	2	4/23	38.43	18.475	\$ 19.19	\$ 1,269.10	\$ 691.60		\$ 7.97		
2016	2	4/30	38.43	18.475	\$ 19.19	\$ 1,269.10	\$ 691.60		\$ 7.97		
2016	2	5/7	38.43	18.475	\$ 19.19	\$ 1,269.10	\$ 691.60		\$ 7.97		
2016	2	5/14	38.43	18.475	\$ 19.19	\$ 1,269.10	\$ 691.60		\$ 7.98		
2016	2	5/21	38.43	18.475	\$ 19.19	\$ 1,269.10	\$ 691.60		\$ 7.98	\$ 650.00	
2016	2	5/28	38.43	18.475	\$ 19.19	\$ 1,269.10	\$ 691.60		\$ 7.98		
2016	2	6/4	38.43	18.475	\$ 19.19	\$ 1,269.10	\$ 702.84		\$ 7.98		
2016	2	6/11	38.43	18.475	\$ 19.19	\$ 1,269.10	\$ 702.84		\$ 7.98		
2016	2	6/18	38.43	18.475	\$ 19.19	\$ 1,269.10	\$ 622.45		\$ 7.98		
2016	2	6/25	38.43	18.475	\$ 19.19	\$ 1,269.10	\$ 622.45		\$ 7.98		
2016	2	Total				\$ 16,498.30	\$ 8,926.34	\$ 7,571.99	\$ 103.68	\$ 650.00	\$ 8,325.64

File: SPD.07-CA-102517.2nd Amended Compliance Specification / Sheet: Hershey

NLRB Backpay Calculation											
Case Name:				Lou's Transport, Inc.							
Case Number:				07-CA-102517				Backpay period:		Schedule K	
Claimant:				Michael Hershey				3/27/2013 - 8/22/2016		Interest calculated to:	Not Applicable
Year	Qtr.	Week End	Reg. Hrs	OT Hours	Hourly Rate	Comp. Avg. Gross Backpay	Hershey Adjusted Qtr. Interim Earnings	Hershey Net Backpay	Hershey Interim Expenses	Avg. Bonuses for Comp. Employees	Hershey Net Backpay, Bonuses & Expenses
2016	3	7/2	24.294	13.076	\$ 19.31	\$ 847.84	\$ 622.44		\$ 24.64		
2016	3	7/9	24.294	13.076	\$ 19.31	\$ 847.84	\$ 622.44		\$ 24.64		
2016	3	7/16	24.294	13.076	\$ 19.31	\$ 847.84	\$ 622.44		\$ 24.64		
2016	3	7/23	24.294	13.076	\$ 19.31	\$ 847.84	\$ 680.79		\$ 24.64		
2016	3	7/30	24.294	13.076	\$ 19.31	\$ 847.84	\$ 680.79		\$ 24.64		
2016	3	8/6	24.294	13.076	\$ 19.31	\$ 847.84	\$ 717.20		\$ 24.64		
2016	3	8/13	24.294	13.076	\$ 19.31	\$ 847.84	\$ 717.20		\$ 24.64		
2016	3	8/20	24.294	13.076	\$ 19.31	\$ 847.84	\$ 717.20		\$ 24.64		
2016	3	8/27				-					
2016	3	9/3				-					
2016	3	9/10				-					
2016	3	9/17				-					
2016	3	9/24				-					
2016	3	Total				\$ 6,783.20	\$ 5,380.51	\$ 1,402.69	\$ 197.10	-	\$ 1,599.79
							Totals	\$ 17,362.62	\$ 22,792.57	\$ 5,020.68	\$45,175.87
							Daily Compound Interest (N/A)				\$0.00
Notes							Total Backpay, Bonuses, Expenses and Interest				\$45,175.87
1/	Backpay for remainder of week in which Hershey was discharged.										
2/	Includes \$541.42 bonus.										
3/	Includes \$648.70 bonus.										
4/	Includes \$703.85 bonus.										
5/	Includes \$1,082.84 bonus.										
6/											

File: SPD.07-CA-102517.2nd Amended Compliance Specification / Sheet: Hershey

3.1	Interim Expenses												
Name:	Michael Hershey						Schedule L						
		Interim Employment					Search for Work						Mileage Rate
###	#	Days	Employer	Interim job	Mileage	Lodging	Food	Mileage	Lodging	Food	Other	Total (\$)	Quarter
2013	2	11	8	59	561							316.97	0.585
2013	2	46	8	85	3542							2,001.23	0.585
2013	3	73	8	85	5621							3,175.87	0.585
2013	4	70	8	85	5390							3,045.35	0.585
2014	1	37	8	85	2849							1,595.44	0.560
2014	1	9	8	28	180							100.80	0.560
2014	2	60	8	85	4620							2,587.20	0.560
2014	3	61	8	64	3416							1,912.96	0.560
2014	4	50	8	64	2800							1,568.00	0.560
2014	4	10	8	18	100							56.00	0.560
2015	1	5	8	64	280							161.00	0.575
2015	1	21	8	18	210							120.75	0.575
2015	2	14	8	18	140							80.50	0.575
2015	2	56	8	64	3136							1,803.20	0.575
2015	3	14	8	18	140							80.50	0.575
2015	3	64	8	64	3584							2,060.80	0.575
2015	4	25	8	18	250							143.75	0.575
2015	4	49	8	64	2744							1,577.80	0.575
2016	1	64	8	11	192							103.68	0.540
2016	2	64	8	11	192							103.68	0.540
2016	3	47	8	11	141							76.14	0.540
2016	3	4	8	64	224							120.96	0.540
					0							0.00	0.000
					0							0.00	0.000
					0							0.00	0.000
Total		854			0							22,792.57	0.000
					0								
					0								

SPD.07-CA-102517.2nd Amended Compliance Specification/ Mileage Expenses

NLRB Backpay Calculation

1

Adjusted Taxes for Lump Sum Backpay - Schedule M

Case Name: Lou's Transport, Inc.

Case Number: 07-CA-102517

Claimant: Michael Hershey

Year	Taxable Income (Backpay)	Filing Status	State	Federal Tax	State Tax
2008	0	Married Filing Jointly/Widow	MI	0	0
2009	0	Married Filing Jointly/Widow	MI	0	0
2010	0	Married Filing Jointly/Widow	MI	0	0
2011	0	Married Filing Jointly/Widow	MI	0	0
2012	0	Married Filing Jointly/Widow	MI	0	0
2013	\$ 2,272.01	Married Filing Jointly/Widow	MI	\$ 227.20	\$ 102.92
2014	\$ 5,899.34	Married Filing Jointly/Widow	MI	\$ 589.93	\$ 250.72
2015	\$ 4,587.27	Married Filing Jointly/Widow	MI	\$ 458.73	\$ 194.96
Taxes Paid:				\$ 1,275.86	\$ 548.60

Sum '00 to '15	\$ 12,758.62	Married Filing Jointly/Widow	MI	\$ 1,275.86	\$ 542.24
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2016 \$ 9,624.68

Excess Tax on Backpay:	0	0
Incremental Tax on Backpay:		0
Total Excess Tax on Backpay:	0	

Interest on
Backpay: \$ 1,198.83

Tax on Interest:	\$ 119.88	\$ 50.95
Incremental Tax on Interest:	\$ 28.39	
Total Excess Tax on Interest:	\$ 199.22	

Additional Tax Liability: \$ 256.57

Total Excess Tax Liability: \$ 455.79

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION SEVEN**

LOU'S TRANSPORT, INC., and T.K.M.S., INC.

Respondents

and

Case 07-CA-102517

MICHAEL HERSHEY, an Individual

Charging Party

**THIRD AMENDED COMPLIANCE SPECIFICATION
AND NOTICE OF HEARING**

The National Labor Relations Board, herein referred to as the Board, issued its Decision and Order on December 16, 2014, reported at 361 NLRB No. 158, ordering Lou's Transport, Inc. (Respondent Lou's) and T.K.M.S., Inc. (Respondent T.K.M.S.) (collectively Respondents), and their officers, agents, and assigns to take certain actions, including making whole the Charging Party, for any loss of earnings and other benefits suffered as a result of the discrimination against him, with interest compounded on a daily basis. On April 6, 2016, in Case Nos. 15-1040 and 1193, the United States Court of Appeals for the Sixth Circuit entered its judgment enforcing in full the provisions of the Board's Order.

As a controversy presently exists regarding the liability of Respondents as to the amount of backpay and other benefits owed the Charging Party under the terms of the Board's Order, as enforced by the United States Court of Appeals for the Sixth Circuit, the undersigned, pursuant to the authority duly conferred by the Board, hereby issues this Third Amended Compliance Specification and Notice of Hearing and alleges as follows:

1. No payments have been made by Respondents to satisfy their obligations under the terms of the aforesaid Board Order and court judgment.
2. The gross backpay and expense reimbursement due the Charging Party is the amount of earnings and benefits he would have received, and expenses he incurred, but for Respondents' unlawful discrimination against him, less any interim earnings.
3. Respondents' liability for backpay for the Charging Party commenced on about March 27, 2013, the date that Respondents terminated him, and concludes on about August 22, 2016 (backpay period), when the Charging Party declined Respondents' unconditional offer of reinstatement.



4. An appropriate measure of gross backpay due the Charging Party is determined by the number of regular hours and overtime hours worked by Respondents' comparable employees for the period of about March 27, 2013, to about August 22, 2016, multiplied by the wage rate the Charging Party would have earned during the backpay period.

5. For the purposes of this Third Amended Compliance Specification, the actual regular hours and actual overtime hours worked by Gary Forsyth and Ronnie Smith (the comparable employees), were averaged together on a weekly basis and used to determine the backpay due the Charging Party had he continued to be employed by Respondents as a reasonable means to determine an appropriate measure of gross backpay due the Charging Party.¹ See Schedules A through C.

6. The amounts of pay increases reflected in Forsyth and Smith's backpay schedules (Schedule A and Schedule B, respectively) are based on payroll information received from Respondents for Forsyth and Smith, throughout the backpay period.² The pay increases comport with the scheduled increases provided for in the applicable Collective Bargaining Agreements.³

7. (a) Based upon the pay increases set forth in the applicable Collective Bargaining Agreements, the Charging Party's wages would have increased on his anniversary date, as reflected in Schedule C.

(b) Based upon Respondents' payroll records for the comparable employees, Respondents provided raises to the comparable employees in March 2014, commensurate with the pay scale set forth in the collective bargaining agreement that went into effect in January 2014.

8. The comparable employees' actual weekly regular hours and overtime hours were averaged together and compared to those of the Charging Party in his interim employment. During those weeks in which the Charging Party worked greater interim employment regular hours and overtime hours than the hours available to the comparable employees working for Respondents, the Charging Party's hours were lowered to the averaged amount available to the comparable employees. In these instances, the Charging Party's interim earnings were adjusted by taking the pay rate that he was earning at his interim employer in the relevant period and multiplying it by the average regular hours and overtime hours that were worked by the comparable employees. See Schedule D.

¹ For the period ending March 21, 2015 through the period ending June 20, 2015, Forsyth worked as a dispatcher. Since Forsyth was not performing comparable work during this period of time, the backpay for this period was based solely on comparable employee Smith.

² When Smith was paid at multiple rates within the same pay period, the total amount of his earnings was divided by the total number of hours worked, with overtime hours being counted as 1.5 hours, to determine his effective pay rate for that period.

³ Two different collective bargaining agreements (CBAs) were in effect during the Charging Party's backpay period. The first CBA was effective from January 15, 2009 through January 14, 2014, and the successor agreement is effective from January 14, 2014 through January 14, 2019.

9. The bonuses paid to the Charging Party by his interim employers were added to his interim earnings in the period that they were paid. The bonuses Respondents awarded to the comparable employees were averaged together and represent the estimated amount of bonuses that the Charging Party would have received but for the unfair labor practices committed by Respondents. The averaged bonuses of the comparable employees are included in a separate column of the backpay calculations entitled "bonuses," which totals \$5,267.⁴ See Schedule D.

10. (a) Based on Respondents' payroll records, prior to his unlawful discharge, the Charging Party regularly contributed 5% of his pre-tax gross earnings into a 401(k) account under the applicable collective bargaining agreement.

(b) Under the column entitled "Contribution 5%," Schedule F shows the amount of quarterly contributions that the Charging Party would have made had he continued his employment with Respondents but for the unfair labor practices committed by Respondents.

(c) Schedule F shows that the Charging Party would have contributed a total of \$9,408 of his pre-tax earnings into his 401(k) during the backpay period.

(d) During the backpay period, had the Charging Party contributed 5% of his pre-tax earnings to the 401(k), he would have received a gain/loss on his investment,⁵ as reflected in Schedule F.

(e) Based on Respondents' payroll records, it regularly contributed 0.5% of the Charging Party's gross earnings into his 401(k) account. Accordingly, Schedule G shows the contributions that Respondents would have made into the Charging Party's 401(k) account during the backpay period.

(f) Schedule H shows the total Respondents' and employee's contributions that would have been made into the Charging Party's 401(k) account had he continued his employment with Respondents but for the unfair labor practices.

(g) The appropriate quarterly rates of return on the 401(k) account were applied to the Charging Party's and Respondents' contributions to yield a projected balance of \$14,150, as reflected in Schedule H.

11. (a) The total gross backpay is a component of total net backpay, which is calculated by subtracting the adjusted quarterly interim earnings from the comparable quarterly gross backpay, with no quarterly total net backpay amount being less than \$0.00. The totals for the bonuses paid to the comparable employees, listed above in paragraph 9, were added to the net backpay amount. See Schedule D.

⁴ All of totaled sums have been rounded to the nearest dollar amount.

⁵ The Charging Party contributed into a Securian Domestic Equity fund, which ceased to exist at an unknown time during the backpay period. Thus, it is not possible to determine the specific quarterly rates of returns for that fund, with the exception of the first quarter of 2013. From the 2nd quarter of 2013 forward, the quarterly rates of return used are from the Vanguard 500 Index Fund, which tracks the S&P 500.

<https://personal.vanguard.com/us/funds/snapshot?FundId=0040&FundIntExt=INT#tab=1a>

(b) The Charging Party's net backpay is reduced by the 5% pre-tax contribution that he would have contributed to his 401(k) under the applicable collective bargaining agreements. See Schedule E.

(c) Based upon the above, the net backpay amount is \$8,627. The bonuses totaling \$5,267, as described above in paragraph 9, are added to this amount to determine that the total net backpay amount due the Charging Party is \$13,895. See Schedule E.

12. The Charging Party's total projected 401(k) balance of \$14,150, as described in paragraph 10 above, is treated as a non-taxable distribution.

13. There were no medical expenses incurred by the Charging Party during the backpay period, and therefore none were added to total net backpay.

14. The Charging Party incurred necessary expenses in performing interim employment that he would not have otherwise incurred, such as mileage. In order for the Charging Party to retain his interim employment, it has been necessary that he commute greater distances to his interim employers than had he driven to his employment with Respondents. The mileage amount at the United States Governmental rate⁶ for the additional distances driven have been added as interim expenses to the net backpay. Based on the above, the Charging Party incurred quarterly interim expenses totaling \$21,374. See Schedule K and Schedule E.

15. In order to determine the total net backpay and expenses owed to the Charging Party, it is necessary to add the quarterly interim expenses (paragraph 14) and the projected 401(k) balance (paragraph 12) to the total net backpay (paragraph 11(c)) and the total average bonuses for the comparable employees (paragraph 9). Based upon the above, the total net backpay, 401(k) expenses, bonuses and interim expenses due the Charging Party is \$49,419.

16. (a) In order to fully remedy the unfair labor practices set forth above, the General Counsel seeks an order requiring that the Charging Party be made whole, including, but not limited to, payment for reasonable consequential economic harm he incurred as a result of Respondents' unlawful conduct.

(b) The Charging Party withdrew \$753 from his 401(k) account in July 2016, which he would not have otherwise withdrawn but for the economic harm caused by Respondents' unlawful conduct. The Charging Party incurred a 10% penalty on his withdrawal, which amounted to \$75.

(c) By withdrawing \$753 from his 401(k) account, the Charging Party lost the gains that he would have otherwise earned had the money remained in his 401(k) fund. Schedule I shows the return on investment the Charging Party would have received had he left the money in his 401(k) fund. Based upon the appropriate market rates of return, the \$753 would have

⁶ The United States Government mileage rates in effect during the relevant time period were utilized, as reflected in Schedule K.

grown to \$1,173 if it had not been withdrawn. The difference between the projected ending balance of \$1,173 and the \$753 that the Charging Party withdrew is \$420. See Schedule I.

(d) The amount of consequential economic harm incurred by the Charging Party is the 401(k) withdrawal penalty plus the loss of gains on the amount he withdrew, which totals \$495.

17. In accordance with *AdvoServ of New Jersey, Inc.*,⁷ and *Don Chavas, LLC d/b/a Tortillas Don Chavas and Mariela Soto and Anahi Figueroa*,⁸ the Charging Party is entitled to be compensated for the adverse tax consequences of receiving the lump-sum backpay for a period over 1-year. If not for the unfair labor practices committed by Respondents, the backpay award for the Charging Party would have been paid over more than one year rather than paid in the year Respondents make final payment in the instant case. The backpay for this case should have been earned in 2013, 2014, 2015, and 2016, rather than exclusively in 2017.⁹

(a) In order to determine what the appropriate excess tax award should be, the amount of federal and state taxes need to be determined for the backpay as if the monies were paid when they were earned throughout the backpay period, as described below in paragraph 17(c). Also, the amount of federal and state taxes need to be calculated for the lump sum payment if the payment was made this year, as described below in paragraph 17(d). The excess tax liability is calculated as the difference between these two amounts.

(b) The amount of Taxable Income for each year is based on the calculations for backpay in this third amended compliance specification for 2013, 2014, 2015, and 2016, years in which backpay was earned, and the taxable income of the Charging Party is summarized in Schedule J. Using this Taxable Income for the various years, federal and state taxes were calculated using the federal and state tax rates for the appropriate years.¹⁰ The federal rates are based on the Charging Party's filing taxes as Married Filing Jointly/Widower.

(c) The amount of taxes owed for 2013, 2014, 2015, and 2016 would have been the amounts set forth in Schedule J. The total of these amounts for federal taxes are \$1,390, and for state taxes are \$591.

(d) The total amount of the lump sum award that is subject to this excess tax award is \$13,895, and is set forth in Schedule J.¹¹ The lump sum amount is based on the backpay calculations described in this third amended compliance specification.¹² The amount of

⁷ 363 NLRB No. 143 (March 11, 2016).

⁸ 361 NLRB No. 10 (August 8, 2014).

⁹ All information, including the amounts owed will need to be updated to reflect the actual year of payment.

¹⁰ The actual federal tax rates were used, while the state's average tax rate was used for these previous years.

¹¹ The lump sum amount does not include interest on the amount of backpay owed. Interest should be included in the lump sum amount; however interest continues to accrue until the payment is made. The lump sum amount will need to be adjusted to include interest when the backpay is paid to the Charging Party.

¹² Although the backpay period continues to accrue to the present date, there is no excess tax liability for backpay that would have been earned in the year a lump sum award is made.

taxes owed in 2017, is based on the current federal and state tax rates¹³ and on the fact that the Charging Party will be filing his income taxes as Married Filing Jointly. The amount of taxes owed on the lump sum is calculated as \$1,390 for federal taxes, and \$591 for state taxes, as shown in Schedule J.

(e) The adverse tax consequence is the difference between the amount of taxes on the lump sum amount being paid in 2017, \$1,390, for federal taxes, and \$591, for state taxes, and the amount of taxes that would have been charged if these amounts were paid when the backpay was earned in 2013, 2014, 2015, and 2016, \$11,390, for federal taxes and \$591, for state taxes. Thus, the excess tax liability is \$0 for federal taxes and \$0 for state taxes, as shown in Schedule E.

(f) The excess tax liability payment that is to be made to the Charging Party is also taxable income and causes additional tax liabilities. Schedule J also includes a calculation for these supplemental taxes. This amount is called the incremental tax liability. The incremental tax includes all of the taxes that the Charging Party will owe on the excess tax payment. This incremental tax is calculated using the federal tax rate used for calculating taxes for the backpay award and the average state tax rate for 2017. The amount is \$0 and is shown in Schedule J.

(g) The Total Excess Taxes is the total tax consequence for the Charging Party receiving a lump-sum award covering a backpay period longer than 1-year. The total Excess Taxes owed to the Charging Party is \$0 which is determined by adding the Excess Taxes and Incremental Taxes as shown in Exhibit J.

18. Summarizing the facts and calculations specified above, and in the above-noted Schedules, Respondents are liable for the backpay and expenses due the Charging Party as described above and set forth below. The obligation of Respondents to make the Charging Party whole under the Board Order and court judgment will be discharged by payment to the Charging Party of \$49,913, plus interest accrued to the date of payment and excess tax liability as described above in paragraph 17,¹⁴ pursuant to such Order and judgment, minus tax withholdings, as required by Federal and State laws.

Category	Amount
Net Backpay	\$ 8,627
Bonuses	\$ 5,267
401(k) Expenses	\$14,150
Interim Expenses	\$21,374
Consequential Economic Harm	\$ 495
Excess Taxes	\$ 0
TOTAL	\$49,913

¹³ The actual federal tax rates were used for the current year, while an average state tax rate for the current year was used.

¹⁴ The amount of excess tax liability will need to be updated to reflect the actual date of payment.

19. In accordance with *AdvoServ of New Jersey, Inc.*, noted above in paragraph 17, Respondents will be required to, within 21 days of the date that the amount of backpay is finally fixed, by agreement or by Board Order, file a report allocating backpay to the appropriate calendar quarters with the Regional Director of Region Seven of the Board.

20. The undersigned reserves the right to amend claims herein which have not been fully calculated.

WHEREFORE, it is prayed that an Order be entered consistent with the above.

ANSWER REQUIREMENT

Respondents are notified that, pursuant to Sections 102.56 of the Board's Rules and Regulations, they must file an answer to the third amended compliance specification and notice of hearing. The answer must be **received by this office on or before August 24, 2017, or post marked on or before August 23, 2017.** Unless filed electronically in a pdf format, Respondents should file an original and four copies of the answer with this office.

An answer may also be filed electronically by using the E-Filing system on the Agency's website. In order to file an answer electronically, access the Agency's website at <http://www.nlr.gov>, click on **E-File Documents**, enter the NLRB Case Number, and follow the detailed instructions. The responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that such answer be signed and sworn to by Respondents or by a duly authorized agent with appropriate power of attorney affixed. See Section 102.56(a). If the answer being filed electronically is a pdf document containing the required signature, no paper copies of the answer need to be transmitted to the Regional Office. However, if the electronic version of an answer to the third amended compliance specification is not a pdf file containing the required signature, then the E-filing rules require that such answer containing the required signature continue to be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing.

Service of the answer on each of the other parties must still be accomplished in conformance with the requirements of Section 102.114 of the Board's Rules and Regulations. The answer may **not** be filed by facsimile transmission.

As to all matters set forth in the third amended compliance specification that are within the knowledge of Respondents, including but not limited to the various factors entering into the computation of gross backpay, a general denial is not sufficient. See Section 102.56(b) of the Board's Rules and Regulations, a copy of which is attached. Rather, the answer must state the

basis for any disagreement with any allegations that are within Respondents' knowledge, and set forth in detail Respondents' position as to the applicable premises and furnish supporting figures.

If no answer is filed or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the unanswered allegations in the third amended compliance specification are true. If the answer fails to deny allegation of the third amended compliance specification in the manner required under Section 102.56(b) of the Board's Rules and Regulations, and the failure to do so is not adequately explained, the Board may find those unanswered allegations in the third amended compliance specification are true and preclude Respondents from introducing any evidence controverting those allegations.

NOTICE OF HEARING

PLEASE TAKE NOTICE THAT on Monday, September 18, 2017, 10:00 a.m. at the Patrick V. McNamara Federal Building, Room 300, 477 Michigan Avenue, Detroit, Michigan 48226, and on consecutive days thereafter until concluded, a hearing will be conducted before an administrative law judge of the National Labor Relations Board. At the hearing, Respondents and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this third amended compliance specification. The procedures to be followed at the hearing are described in the attached Form NLRB-4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

Dated at Detroit, Michigan, this 3rd day of August 2017.



Terry Morgan, Regional Director
National Labor Relations Board
Region Seven
Patrick V. McNamara Federal Building
477 Michigan Avenue, Room 300
Detroit, MI 48226

Attachments

Form NLRB-4668
(6-2014)

Procedures in NLRB Unfair Labor Practice Hearings

The attached complaint has scheduled a hearing that will be conducted by an administrative law judge (ALJ) of the National Labor Relations Board who will be an independent, impartial finder of facts and applicable law. You may be represented at this hearing by an attorney or other representative. If you are not currently represented by an attorney, and wish to have one represent you at the hearing, you should make such arrangements as soon as possible. A more complete description of the hearing process and the ALJ's role may be found at Sections 102.34, 102.35, and 102.45 of the Board's Rules and Regulations. The Board's Rules and regulations are available at the following link: www.nlrb.gov/sites/default/files/attachments/basic-page/node-1717/rules_and_regs_part_102.pdf.

The NLRB allows you to file certain documents electronically and you are encouraged to do so because it ensures that your government resources are used efficiently. To e-file go to the NLRB's website at www.nlrb.gov, click on "e-file documents," enter the 10-digit case number on the complaint (the first number if there is more than one), and follow the prompts. You will receive a confirmation number and an e-mail notification that the documents were successfully filed.

Although this matter is set for trial, this does not mean that this matter cannot be resolved through a settlement agreement. The NLRB recognizes that adjustments or settlements consistent with the policies of the National Labor Relations Act reduce government expenditures and promote amity in labor relations and encourages the parties to engage in settlement efforts.

I. BEFORE THE HEARING

The rules pertaining to the Board's pre-hearing procedures, including rules concerning filing an answer, requesting a postponement, filing other motions, and obtaining subpoenas to compel the attendance of witnesses and production of documents from other parties, may be found at Sections 102.20 through 102.32 of the Board's Rules and Regulations. In addition, you should be aware of the following:

- **Special Needs:** If you or any of the witnesses you wish to have testify at the hearing have special needs and require auxiliary aids to participate in the hearing, you should notify the Regional Director as soon as possible and request the necessary assistance. Assistance will be provided to persons who have handicaps falling within the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, and 29 C.F.R. 100.603.
- **Pre-hearing Conference:** One or more weeks before the hearing, the ALJ may conduct a telephonic prehearing conference with the parties. During the conference, the ALJ will explore whether the case may be settled, discuss the issues to be litigated and any logistical issues related to the hearing, and attempt to resolve or narrow outstanding issues, such as disputes relating to subpoenaed witnesses and documents. This conference is usually not recorded, but during the hearing the ALJ or the parties sometimes refer to discussions at the pre-hearing conference. You do not have to wait until the prehearing conference to meet with the other parties to discuss settling this case or any other issues.

II. DURING THE HEARING

The rules pertaining to the Board's hearing procedures are found at Sections 102.34 through 102.43 of the Board's Rules and Regulations. Please note in particular the following:

- **Witnesses and Evidence:** At the hearing, you will have the right to call, examine, and cross-examine witnesses and to introduce into the record documents and other evidence.
- **Exhibits:** Each exhibit offered in evidence must be provided in duplicate to the court reporter and a copy of each of each exhibit should be supplied to the ALJ and each party when the exhibit is offered in evidence. If a copy of any exhibit is not available when the original is received, it will be the responsibility of the party offering such exhibit to submit the copy to the ALJ before the close of hearing. If a copy is not

(OVER)

Form NLRB-4668
(6-2014)

submitted, and the filing has not been waived by the ALJ, any ruling receiving the exhibit may be rescinded and the exhibit rejected.

- **Transcripts:** An official court reporter will make the only official transcript of the proceedings, and all citations in briefs and arguments must refer to the official record. The Board will not certify any transcript other than the official transcript for use in any court litigation. Proposed corrections of the transcript should be submitted, either by way of stipulation or motion, to the ALJ for approval. Everything said at the hearing while the hearing is in session will be recorded by the official reporter unless the ALJ specifically directs off-the-record discussion. If any party wishes to make off-the-record statements, a request to go off the record should be directed to the ALJ.
- **Oral Argument:** You are entitled, on request, to a reasonable period of time at the close of the hearing for oral argument, which shall be included in the transcript of the hearing. Alternatively, the ALJ may ask for oral argument if, at the close of the hearing, if it is believed that such argument would be beneficial to the understanding of the contentions of the parties and the factual issues involved.
- **Date for Filing Post-Hearing Brief:** Before the hearing closes, you may request to file a written brief or proposed findings and conclusions, or both, with the ALJ. The ALJ has the discretion to grant this request and to will set a deadline for filing, up to 35 days.

III. AFTER THE HEARING

The Rules pertaining to filing post-hearing briefs and the procedures after the ALJ issues a decision are found at Sections 102.42 through 102.48 of the Board's Rules and Regulations. Please note in particular the following:

- **Extension of Time for Filing Brief with the ALJ:** If you need an extension of time to file a post-hearing brief, you must follow Section 102.42 of the Board's Rules and Regulations, which requires you to file a request with the appropriate chief or associate chief administrative law judge, depending on where the trial occurred. You must immediately serve a copy of any request for an extension of time on all other parties and furnish proof of that service with your request. You are encouraged to seek the agreement of the other parties and state their positions in your request.
- **ALJ's Decision:** In due course, the ALJ will prepare and file with the Board a decision in this matter. Upon receipt of this decision, the Board will enter an order transferring the case to the Board and specifying when exceptions are due to the ALJ's decision. The Board will serve copies of that order and the ALJ's decision on all parties.
- **Exceptions to the ALJ's Decision:** The procedure to be followed with respect to appealing all or any part of the ALJ's decision (by filing exceptions with the Board), submitting briefs, requests for oral argument before the Board, and related matters is set forth in the Board's Rules and Regulations, particularly in Section 102.46 and following sections. A summary of the more pertinent of these provisions will be provided to the parties with the order transferring the matter to the Board.

BOARD'S RULES AND REGULATIONS

SEC. 102.56 *Answer to compliance specification*

(a) *Filing and service of answer; form.* — Each respondent alleged in the specification to have compliance obligations shall, within 21 days from the service of the specification, file an original and four copies of an answer thereto with the Regional Director issuing the specification, and shall immediately serve a copy thereof on the other parties. The answer to the specification shall be in writing, the original being signed and sworn to by the respondent or by a duly authorized agent with appropriate power of attorney affixed, and shall contain the mailing address of the respondent.

(b) *Contents of answer to specification.* — The answer shall specifically admit, deny, or explain each and every allegation of the specification, unless the respondent is without knowledge, in which case the respondent shall so state, such statement operating as a denial. Denials shall fairly meet the substance of the allegations of the specification at issue. When a respondent intends to deny only a part of an allegation, the respondent shall specify so much of it as is true and shall deny only the remainder. As to all matters within the knowledge of the respondent, including but not limited to the various factors entering into the computation of gross backpay, a general denial shall not suffice. As to such matters, if the respondent disputes either the accuracy of the figures in the specification or the premises on which they are based, the answer shall specifically state the basis for such disagreement, setting forth in detail the respondent's position as to the applicable premises and furnishing the appropriate supporting figures.

(c) *Effect of failure to answer or to plead specifically and in detail to backpay allegations of specifications.* — If the respondent fails to file any answer to the specification within the time prescribed by this section, the Board may, either with or without taking evidence in support of the allegations of the specification and without further notice to the respondent, find the specification to be true and enter such order as may be appropriate. If the respondent files an answer to the specification but fails to deny any allegation of the specification in the manner required by paragraph (b) of this section, and the failure so to deny is not adequately explained, such allegation shall be deemed to be admitted to be true, and may be so found by the Board without the taking of evidence supporting such allegation, and the respondent shall be precluded from introducing any evidence controverting the allegation.

(d) *Extension of time for filing answer to specification.* — Upon the Regional Director's own motion or upon proper cause shown by any respondent, the Regional Director issuing the compliance specification and notice of hearing may by written order extend the time within which the answer to the specification shall be filed.

(e) *Amendment to answer.* — Following the amendment of the specification by the Regional Director, any respondent affected by the amendment may amend its answer thereto.

NLRB Backpay Calculation

Case Name:		Lou's Transport				Backpay period:		Schedule A			
Case Number:		07-CA-102517				3/27/13-8/22/16					
Claimant:		Gary Forsyth									
Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	BONUSES	Net Backpay & Expenses
2013	1	1/5				-					
2013	1	1/12				-					
2013	1	1/19				-					
2013	1	1/26				-					
2013	1	2/2				-					
2013	1	2/9				-					
2013	1	2/16				-					
2013	1	2/23				-					
2013	1	3/2				-					
2013	1	3/9				-					
2013	1	3/16				-					
2013	1	3/23				-					
2013	1	3/30	28.4	14.36	14.01	872					
2013	1	Total				872		872	-	-	872
2013	2	4/6	40	14	14.01	855					
2013	2	4/13	40	13.25	14.01	839					
2013	2	4/20	40	9	14.01	750					
2013	2	4/27	40	9.5	14.01	760					
2013	2	5/4	40	31	14.01	1,212					
2013	2	5/11	40	31.75	14.01	1,228					
2013	2	5/18	40	25.5	14.01	1,060					
2013	2	5/25	40	25.5	14.01	1,060					
2013	2	6/1	40	17	14.01	916					
2013	2	6/8	40	17.25	14.01	923					
2013	2	6/15	40	29.5	14.49	1,221					
2013	2	6/22	40	29.5	14.49	1,221					
2013	2	6/29	40	25.75	14.49	1,139					
2013	2	Total				13,258	-	13,258	-	-	13,258
2013	3	7/6	48	25.75	14.49	1,255					
2013	3	7/13	40	28	14.49	1,168					
2013	3	7/20	40	28.75	14.49	1,204					
2013	3	7/27	40	25	14.49	1,123					
2013	3	8/3	48	25	14.49	1,239					
2013	3	8/10	40	30	14.49	1,232					
2013	3	8/17	40	30.25	14.49	1,237					
2013	3	8/24	40	28	14.49	1,186					
2013	3	8/31	40	28.25	14.49	1,194					
2013	3	9/7	40	28	14.49	1,145					
2013	3	9/14	48	28.75	14.49	1,277					
2013	3	9/21	40	36.5	14.49	1,373					
2013	3	9/28	40	36.5	14.49	1,373					

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NLRB Backpay Calculation

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Case Name: Lou's Transport						Backpay period:		Schedule A			
Case Number: 07-CA-102517						3/27/13-8/22/16					
Claimant: Gary Forsyth											
Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	BONUSES	Net Backpay & Expenses
2013	3	Total				16,026		16,026		-	16,026
2013	4	10/5	40	27.5	14.49	1,177					
2013	4	10/12	40	27.5	14.49	1,177					
2013	4	10/19	40	37.75	14.49	1,400					
2013	4	10/26	48	37.75	14.49	1,516					
2013	4	11/2	39	14	14.49	889					
2013	4	11/9	39.75	14.25	14.49	886					
2013	4	11/16	40	24	14.49	1,101					
2013	4	11/23	40	24.75	14.49	1,118					
2013	4	11/30	45	4	14.49	739					
2013	4	12/7	37.75		14.49	547					
2013	4	12/14	40	2	14.49	623					
2013	4	12/21	40	2.25	14.49	629					
2013	4	12/28	40		14.49	580					
2013	4	Total				12,362		12,362		-	12,362
2014	1	1/4	40		14.49	580					
2014	1	1/11	29.25		14.49	424					
2014	1	1/18	40	15.75	14.49	922					
2014	1	1/25	20		14.49	290					
2014	1	2/1	21.25		14.49	308					
2014	1	2/8	40	9	14.49	775					
2014	1	2/15	40	9.75	14.49	792					
2014	1	2/22	35		14.49	507					
2014	1	3/1	40	13.25	14.49	888					
2014	1	3/8	32		14.49	464					
2014	1	3/15	40	1.75	14.49	618					
2014	1	3/22	40	6	16.25	796					
2014	1	3/29	8		16.25	130					
2014	1	Total				7,472	-	7,472		-	7,472
2014	2	4/5	40	22	16.25	1,188					
2014	2	4/12	40	22.25	16.25	1,192					
2014	2	4/19	40	18	16.25	1,089					
2014	2	4/26	40	17.75	16.25	1,083					
2014	2	5/3	40	29	16.25	1,357					
2014	2	5/10	40	28.25	16.25	1,339					
2014	2	5/17	40	27	16.25	1,308					
2014	2	5/24	40	27.75	16.25	1,326					
2014	2	5/31	40	26	16.75	1,323					
2014	2	6/7	48	26.5	16.75	1,470					
2014	2	6/14	40	31.5	16.75	1,481					

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NLRB Backpay Calculation

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Case Name:		Lou's Transport					Backpay period:		Schedule A		
Case Number:		07-CA-102517					3/27/13-8/22/16				
Claimant:		Gary Forsyth									
Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	BONUSES	Net Backpay & Expenses
2014	2	8/21	40	40	16.75	1,675					
2014	2	8/28	40	15	16.75	1,047					
2014	2	Total				16,856	-	16,856		-	16,856
2014	3	7/5	40	15.5	16.75	1,059					
2014	3	7/12	40	33	16.75	1,499					
2014	3	7/19	40	33.25	16.75	1,505					
2014	3	7/26	40	34	16.75	1,524					
2014	3	8/2	40	40	16.75	1,675					
2014	3	8/9	48	28.25	16.75	1,514					
2014	3	8/16	40	28	16.75	1,374					
2014	3	8/23	40	28	16.75	1,323					
2014	3	8/30	40	28.25	16.75	1,330					
2014	3	9/6	48	22	16.75	1,357					
2014	3	9/13	40	21.75	16.75	1,216					
2014	3	9/20	40	27.5	16.75	1,361					
2014	3	9/27	40	28	16.75	1,374					
2014	3	Total				18,111	14,827	3,484		-	3,484
2014	4	10/4	40	20	16.75	1,173					
2014	4	10/11	40	20.5	16.75	1,165					
2014	4	10/18	40	32.75	16.75	1,493					
2014	4	10/25	40	33	16.75	1,499					
2014	4	11/1	40	22	16.75	1,223					
2014	4	11/8	40	22.75	16.75	1,242					
2014	4	11/15	40	21	16.75	1,188					
2014	4	11/22	40	21.75	16.75	1,216					
2014	4	11/28	40	2	16.75	720					
2014	4	12/6	48	2.25	16.75	881				2,900	
2014	4	12/13	40	10.5	16.75	834					
2014	4	12/20	40	10.5	16.75	934					
2014	4	12/27	29.75		16.75	498					
2014	4	Total				14,175	-	14,175		2,900	17,075
2015	1	1/3	30		16.75	503					
2015	1	1/10	40	11	16.75	946					
2015	1	1/17	40	11.75	16.75	966					
2015	1	1/24	40	17	16.75	1,097					
2015	1	1/31	40	17	16.75	1,097					
2015	1	2/7	40	17	16.75	1,097					
2015	1	2/14	40	17.5	16.75	1,110					
2015	1	2/21	40	16.5	16.75	1,085					
2015	1	2/28	40	16.5	16.75	1,085					

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NLRB Backpay Calculation

Case Name: Lou's Transport						Backpay period:		Schedule A			
Case Number: 07-CA-102517						3/27/13-8/22/16					
Claimant: Gary Forsyth											
Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	BONUSES	Net Backpay & Expenses
2015	1	3/7	40	18.5	19.75	1,135					
2015	1	3/14	40	19	19.75	1,147					
2015	1	3/21				-					
2015	1	3/28				-					
2015	1	Total				11,296	-	11,266		-	11,266
2015	3	7/4	48	11	17.25	1,113					
2015	3	7/11	40	23	17.25	1,285					
2015	3	7/18	40	22.75	17.25	1,279					
2015	3	7/25	40	24	17.25	1,311					
2015	3	8/1	40	23.75	17.25	1,305					
2015	3	8/8	40	23	17.25	1,289					
2015	3	8/15	40	24	17.25	1,311					
2015	3	8/22	40	21.5	17.25	1,248					
2015	3	8/29	40	21.5	17.25	1,248					
2015	3	9/5	48	17	17.25	1,268					
2015	3	9/12	40	16.75	17.25	1,123					
2015	3	9/19	40	26	17.25	1,415					
2015	3	9/26	40	28.25	17.25	1,421					
2015	3	Total				16,607	-	16,607		-	16,607
2015	4	10/3	48	12	17.25	1,139					
2015	4	10/10	40	12	17.25	1,001					
2015	4	10/17	40	19.25	17.25	1,188					
2015	4	10/24	40	20	17.25	1,208					
2015	4	10/31	40	13	17.25	1,026					
2015	4	11/7	40	14.75	17.25	1,072					
2015	4	11/14	40	17.5	17.25	1,143					
2015	4	11/21	40	17.5	17.25	1,143					
2015	4	11/28	40.75	8.75	17.25	929					
2015	4	12/5	40	8	17.25	923					
2015	4	12/12	40	15.5	17.25	1,091					
2015	4	12/19	40	18	17.25	1,104					
2015	4	12/26	31		17.25	535					
2015	4	Total				13,500	-	13,500		-	13,500
2016	1	1/2	31.5		17.25	543					
2016	1	1/9	20.5		17.25	354					
2016	1	1/16	21		17.25	362					
2016	1	1/23	16.25		17.25	280					
2016	1	1/30	40	7	17.25	871					
2016	1	2/6	38		17.25	856					
2016	1	2/13	39.5		17.25	684					

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NLRB Backpay Calculation

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Case Name:		Lou's Transport									
Case Number:		07-CA-102517									
Claimant:		Gary Forsyth									
						Backpay period:		Schedule A			
						3/27/13-8/22/16					
Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	BONUSES	Net Backpay & Expenses
2016	1	2/20	9.75		17.25	168					
2016	1	2/27	40	11.5	17.25	986					
2016	1	3/5	20.75		17.25	358					
2016	1	3/12	40	14.25	17.25	1,059					
2016	1	3/19	40	7	17.25	871					
2016	1	3/26	40	6.5	17.25	850					
2016	1	Total				8,032	-	8,032	-	-	8,032
2016	2	4/2	39.25		17.25	877					
2016	2	4/9	40	11	17.25	975					
2016	2	4/16	40	16.25	19.25	1,239					
2016	2	4/23	40	17	19.25	1,261					
2016	2	4/30	48	20	19.25	1,502					
2016	2	5/7	48	20.25	19.25	1,509					
2016	2	5/14	40	41.75	19.25	1,978					
2016	2	5/21	40	42	19.25	1,883				1,100	
2016	2	5/28	40	14.5	19.25	1,189					
2016	2	6/4	48	14.5	19.25	1,343					
2016	2	6/11	40	21.25	19.25	1,384					
2016	2	6/18	40	21.25	19.25	1,384					
2016	2	6/25	40	21.75	19.25	1,398					
2016	2	Total				17,817	-	17,817	-	1,100	18,917
2016	3	7/2	40	22	19.25	1,405					
2016	3	7/9	40	19	19.25	1,319					
2016	3	7/16	48	18	19.25	1,444					
2016	3	7/23	40	19	19.25	1,319					
2016	3	7/30	40	19.25	19.25	1,326					
2016	3	8/6	40	22	19.25	1,405					
2016	3	8/13	40	22	19.25	1,405					
2016	3	8/20	40	23.75	19.25	1,456					
2016	3	8/27				-					
2016	3	9/3				-					
2016	3	9/10				-					
2016	3	9/17				-					
2016	3	9/24				-					
2016	3	Total				11,078	-	11,078	-	-	11,078
						Totals	162,606	-	4,000	166,606	
						Net Backpay (Withholdings)		162,606			

File: spd.07-ca-102517.3rd amended compliance spec July 2017 / Sheet: Forsyth

NLRB Backpay Calculation

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Case Name: Lou's Transport							Backpay period: 3/27/13-8/22/16		Schedule A		
Case Number: 07-CA-102517											
Claimant: Gary Forsyth											
Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	BONUSES	Net Backpay & Expenses
										BONUSES	4,000

NLRB Backpay Calculation

Case Name: Lou's Transport
Case Number: 07-CA-102517

Claimant: Ronnie Smith

Backpay period:

Schedule B

3/27/2013-8/22/2016

Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	BONUSES	Net Backpay & Expenses
2013	1	1/5				-					
2013	1	1/12				-					
2013	1	1/19				-					
2013	1	1/26				-					
2013	1	2/2				-					
2013	1	2/9				-					
2013	1	2/16				-					
2013	1	2/23				-					
2013	1	3/2				-					
2013	1	3/9				-					
2013	1	3/16				-					
2013	1	3/23				-					
2013	1	3/30	28.4	5.435	14.01	505					
2013	1	Total				505		505	-	-	505
2013	2	4/6	33	7	14.01	809					
2013	2	4/13	33	7.75	14.01	625					
2013	2	4/20	40	20.75	14.49	1,031					
2013	2	4/27	40	21	14.49	1,038					
2013	2	5/4	40	25.75	14.49	1,139					
2013	2	5/11	40	28	14.49	1,145					
2013	2	5/18	40	25	14.49	1,123					
2013	2	5/25	40	25.75	14.49	1,139					
2013	2	6/1	37	21.5	14.49	1,003					
2013	2	6/8	36.75	21.5	14.49	1,000					
2013	2	6/15	44	26.5	14.49	1,214					
2013	2	6/22	44	26.75	14.49	1,219					
2013	2	6/29	40	25	14.49	1,123					
2013	2	Total				13,406	-	13,406	-	-	13,406
2013	3	7/6	48	25	14.49	1,239					
2013	3	7/13	40	34.25	14.49	1,324					
2013	3	7/20	40	34.25	14.49	1,324					
2013	3	7/27	40	22	14.49	1,058					
2013	3	8/3	40	22	14.49	1,058					
2013	3	8/10	40	29	14.49	1,210					
2013	3	8/17	40	28	14.49	1,210					
2013	3	8/24	40	23.25	14.49	1,085					
2013	3	8/31	40	23.25	14.49	1,085					
2013	3	9/7	40	26.25	14.49	1,150					
2013	3	9/14	40	26.5	14.49	1,156					
2013	3	9/21	40	33	14.49	1,297					
2013	3	9/28	40	33	14.49	1,297					

File: spd.07-ca-102517,3rd amended compliance spec July 2017 / Sheet: SMITH

NLRB Backpay Calculation

Case Name: Lou's Transport

Case Number: 07-CA-102517

Claimant: Ronnie Smith

Backpay period:

Schedule B

3/27/2013-8/22/2018

Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	BONUSES	Net Backpay & Expenses
2013	3	Total				15,492	14,557	935		-	935
2013	4	10/5	40	33	14.49	1,297					
2013	4	10/12	40	33.25	14.49	1,302					
2013	4	10/19	40	29.5	14.49	1,221					
2013	4	10/26	40	30	14.49	1,232					
2013	4	11/2	40	24.25	14.49	1,107					
2013	4	11/9	40	24.25	14.49	1,107					
2013	4	11/16	40	18.5	14.49	938					
2013	4	11/23	40	18.5	14.49	938					
2013	4	11/30	48	15.5	14.49	1,032					
2013	4	12/7	40	15.5	14.49	916					
2013	4	12/14	40	9.25	14.49	781				1,234	
2013	4	12/21	40	9.25	14.49	781					
2013	4	12/28	48	10	14.49	813					
2013	4	Total				13,584	13,566	-		1,234	1,234
2014	1	1/4	48	10	14.49	913					
2014	1	1/11	38		14.49	551					
2014	1	1/18	40	12.75	14.49	857					
2014	1	1/25	27.75		14.49	402					
2014	1	2/1	28		14.49	406					
2014	1	2/8	40	8.25	14.49	759					
2014	1	2/15	40	8.25	14.49	759					
2014	1	2/22	40	9.5	14.49	788					
2014	1	3/1	40	9.5	14.49	788					
2014	1	3/8	38.5	5.5	14.49	649					
2014	1	3/15	38.5	5.25	14.49	643					
2014	1	3/22	30.25		18.25	492					
2014	1	3/29	30.25		18.25	492					
2014	1	Total				8,493	-	8,493		-	8,493
2014	2	4/5	40	8.25	18.25	875					
2014	2	4/12	40	9.25	18.25	875					
2014	2	4/19	40	16.25	18.75	1,078					
2014	2	4/26	40	16.5	18.75	1,085					
2014	2	5/3	40	31.5	18.75	1,461					
2014	2	5/10	40	31.75	18.75	1,468					
2014	2	5/17	40	32	18.75	1,474					
2014	2	5/24	40	27	18.25	1,334					
2014	2	5/31	44	23	18.75	1,305					
2014	2	6/7	44	23	18.75	1,305					
2014	2	6/14	40	32.75	18.75	1,483					

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NLRB Backpay Calculation

3

Case Name: Lou's Transport
Case Number: 07-CA-102517

Claimant: Ronnie Smith

Backpay period:

Schedule B

3/27/2013-8/22/2016

Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	BONUSES	Net Backpay & Expenses
2014	2	6/21	40	33	18.75	1,499					
2014	2	6/26	40	10.75	18.25	1,024					
2014	2	Total				16,277	-	16,277		-	16,277
2014	3	7/5	48	29.75	16.75	1,551					
2014	3	7/12	40	32.5	16.93	1,503					
2014	3	7/19	40	32.5	16.93	1,503					
2014	3	7/26	40	34	17.42	1,585					
2014	3	8/2	40	34	17.42	1,585					
2014	3	8/9	40	29.25	16.75	1,405					
2014	3	8/16	40	29.25	16.75	1,405					
2014	3	8/23	40	25	17.39	1,347					
2014	3	8/30	40	25	17.39	1,347					
2014	3	9/6	48	17.5	16.75	1,244					
2014	3	9/13	40	17.75	16.75	1,116					
2014	3	9/20	40	31.25	17.32	1,305					
2014	3	9/27	40	31.25	17.32	1,305					
2014	3	Total				18,600	14,627	3,973		-	3,973
2014	4	10/4	40	27.75	18.13	1,480					
2014	4	10/11	40	27.75	18.13	1,480					
2014	4	10/18	40	30	17.60	1,496					
2014	4	10/25	40	30.25	18	1,503					
2014	4	11/1	40	27.75	16.88	1,376					
2014	4	11/8	40	27.75	16.88	1,376					
2014	4	11/15	40	23	16.75	1,248					
2014	4	11/22	40	23.25	16.75	1,254					
2014	4	11/29	38	11.5	16.75	926					
2014	4	12/6	30.25	11.25	16.75	789					
2014	4	12/13	40	10	16.75	921				2,500	
2014	4	12/20	40	10.25	16.75	928					
2014	4	12/27	37		16.75	620					
2014	4	Total				15,399	-	15,399		2,500	17,899
2015	1	1/3	37		16.75	620					
2015	1	1/10	38.5		17.52	675					
2015	1	1/17	38.5		17.52	675					
2015	1	1/24	40	9	16.75	1,003					
2015	1	1/31	40	9	16.75	1,003					
2015	1	2/7	40	2.25	16.25	792					
2015	1	2/14	40	2.25	16.25	792					
2015	1	2/21	40	8	16.75	821					
2015	1	2/28	40	8	16.75	821					

File: spd.07-ca-102517.3rd amended compliance spec July 2017 / Sheet: SMITH

NLRB Backpay Calculation

Case Name: Lou's Transport						Case Number: 07-CA-102517		Backpay period:		Schedule B	
Claimant: Ronnie Smith								3/27/2013-8/22/2018			
Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	BONUSES	Net Backpay & Expenses
2015	1	3/7	40	6.75	18.62	933					
2015	1	3/14	40	7	18.62	940					
2015	1	3/21	44.75		17.83	789					
2015	1	3/28	44.75		17.83	789					
2015	1	Total				10,651	-	10,651		-	10,651
2015	2	4/4	36.5	0.5	17.61	656					
2015	2	4/11	38.25	0.75	17.61	658					
2015	2	4/18	40	5.5	18.93	817					
2015	2	4/25	40	5.75	18.93	823					
2015	2	5/2	40	24.25	17.25	1,317					
2015	2	5/9	40	24.25	17.25	1,317					
2015	2	5/16	40	31	17.25	1,492					
2015	2	5/23	40	31	17.25	1,492					
2015	2	5/30	44	22.5	17.25	1,341					
2015	2	6/6	44	22.5	17.25	1,341					
2015	2	6/13	40	27.75	17.25	1,408					
2015	2	6/20	40	27.75	17.25	1,408					
2015	2	6/27	40	18.75	17.25	1,175					
2015	2	Total				15,247	-	15,247		-	15,247
2015	3	7/4	48	19	17.25	1,320					
2015	3	7/11	40	18.5	17.25	1,117					
2015	3	7/18	40	16.5	17.25	1,117					
2015	3	7/25	40	35.25	17.25	1,602					
2015	3	8/1	40	35.25	17.25	1,602					
2015	3	8/8	40	28.5	17.25	1,427					
2015	3	8/15	40	28.75	17.25	1,434					
2015	3	8/22	40	30.25	17.25	1,473					
2015	3	8/29	40	30.25	17.25	1,473					
2015	3	9/5	40	20.5	17.25	1,220					
2015	3	9/12	48	20.5	17.25	1,358					
2015	3	9/19	40	33.75	17.25	1,563					
2015	3	9/26	40	33.75	17.25	1,563					
2015	3	Total				18,270	-	18,270		-	18,270
2015	4	10/3	40	27	17.25	1,389					
2015	4	10/10	0		17.25	-					
2015	4	10/17	40	24.75	17.25	1,330					
2015	4	10/24	40	25.75	17.25	1,356					
2015	4	10/31	40	24	17.25	1,311					
2015	4	11/7	40	23.75	17.25	1,305					
2015	4	11/14	40	18.25	17.25	1,182					

File: spd.07-ca-102517.3rd amended compliance spec July 2017 / Sheet: SMITH

NLRB Backpay Calculation

5

Case Name: Lou's Transport

Case Number: 07-CA-102517

Claimant: Ronnie Smith

Backpay period:

Schedule B

3/27/2013-8/22/2016

Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	BONUSES	Net Backpay & Expenses
2015	4	11/21	40	16.25	17.25	1,162					
2015	4	11/28	40.5	7.5	17.25	893					
2015	4	12/5	40	7.75	17.25	891					
2015	4	12/12	18.5		17.25	319				2,000	
2015	4	12/19	18.75		17.25	323					
2015	4	12/26				-					
2015	4	Total				11,441	-	11,441		2,000	13,441
2016	1	1/2				-					
2016	1	1/9				-					
2016	1	1/16				-					
2016	1	1/23				-					
2016	1	1/30				-					
2016	1	2/6	6.25		17.25	108					
2016	1	2/13	6.25		17.25	108					
2016	1	2/20	19.5		17.25	336					
2016	1	2/27	19.5		17.25	336					
2016	1	3/5	39.5	6	17.25	837					
2016	1	3/12	40	6	17.25	845					
2016	1	3/19	47.25	8	17.25	970					
2016	1	3/26	48	6	17.25	963					
2016	1	Total				6,524	-	6,524		-	4,524
2016	2	4/2	40		17.25	690					
2016	2	4/9	40		17.25	690					
2016	2	4/16	40	22	19.25	1,405					
2016	2	4/23	40	22	19.25	1,405					
2016	2	4/30	40	22	19.25	1,405					
2016	2	5/7	40	21.75	19.25	1,388					
2016	2	5/14	40	25	19.25	1,492					
2016	2	5/21	40	26.5	19.25	1,535					
2016	2	5/28	40	19.5	19.25	1,333				800	
2016	2	6/4	48	20	19.25	1,802					
2016	2	6/11	40	29.5	19.25	1,822					
2016	2	6/18	40	29.5	19.25	1,822					
2016	2	6/25	40	27.5	19.25	1,584					
2016	2	Total				17,863	-	17,863		800	18,463
2016	3	7/2	40	27.75	19.25	1,571					
2016	3	7/9	48	28	19.25	1,675					
2016	3	7/16	50	28.25	19.25	1,720					
2016	3	7/23	40	32	19.25	1,694					
2016	3	7/30	40	32	19.25	1,694					

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NLRB Backpay Calculation

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Case Name: Lou's Transport							Backpay period:		Schedule B		
Case Number: 07-CA-102517							3/27/2013-8/22/2016				
Claimant: Ronnie Smith											
Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	BONUSES	Net Backpay & Expenses
2016	3	8/6	40	24.75	19.25	1,485					
2016	3	8/13	40	24.75	19.25	1,485					
2016	3	8/20	40	24	19.25	1,483					
2016	3	8/27				-					
2016	3	9/3				-					
2016	3	9/10				-					
2016	3	9/17				-					
2016	3	9/24				-					
2016	3	Total				12,787	-	12,787	-	-	12,787
Totals								149,571	-	6,534	156,105
Net Backpay (Withholdings)								149,571			
Bonuses								6,534			

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NLRB Backpay Calculation

Case Name:	Lou's Transport	Schedule C
Case Number:	07-CA-102517	Backpay period:
Claimant:	Michael Hershey	3/27/13-8/22/16

Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Bonuses
2013	1	1/5				-	
2013	1	1/12				-	
2013	1	1/19				-	
2013	1	1/26				-	
2013	1	2/2				-	
2013	1	2/9				-	
2013	1	2/16				-	
2013	1	2/23				-	
2013	1	3/2				-	
2013	1	3/9				-	
2013	1	3/16				-	
2013	1	3/23				-	
2013	1	3/30	26.4	10.4	13.30	559	
2013	1	Total				559	-
2013	2	4/6	36.5	10.5	13.30	695	
2013	2	4/13	36.5	10.5	13.30	695	
2013	2	4/20	40	14.88	13.30	829	
2013	2	4/27	40	15.25	13.30	836	
2013	2	5/4	40	28.38	13.30	1,098	
2013	2	5/11	40	28.88	13.30	1,108	

NLRB Backpay Calculation

2

Case Name: Lou's Transport

Schedule C

Case Number: 07-CA-102517

Backpay period:

Claimant: Michael Hershey

3/27/13-8/22/16

2013	2	5/18	40	25.25	13.30	1,038
2013	2	5/25	40	25.63	13.30	1,043
2013	2	6/1	38.5	19.25	13.30	896
2013	2	6/8	38.38	19.38	13.30	897
2013	2	8/15	42	28	13.30	1,117
2013	2	6/22	42	28.13	13.30	1,120
2013	2	6/29	40	25.38	13.30	1,038
2013	2	Total				12,408
2013	3	7/8	48	25.38	13.30	1,145
2013	3	7/13	40	31.13	14.01	1,214
2013	3	7/20	40	31.5	14.01	1,222
2013	3	7/27	40	23.5	14.01	1,054
2013	3	8/3	44	23.5	14.01	1,110
2013	3	8/10	40	29.5	14.01	1,160
2013	3	8/17	40	29.63	14.01	1,163
2013	3	8/24	40	25.63	14.01	1,099
2013	3	8/31	40	25.75	14.01	1,102
2013	3	9/7	40	26.13	14.01	1,109
2013	3	9/14	44	26.63	14.01	1,176
2013	3	9/21	40	34.75	14.01	1,291
2013	3	9/28	40	34.75	14.01	1,291
2013	3	Total				15,177
2013	4	10/5	40	30.25	14.01	1,196
2013	4	10/12	40	30.38	14.01	1,199
2013	4	10/19	40	33.63	14.01	1,267
2013	4	10/26	44	33.88	14.01	1,328
2013	4	11/2	39.5	19.13	14.01	955
2013	4	11/9	39.88	19.25	14.01	963
2013	4	11/16	40	20.25	14.01	986
2013	4	11/23	40	20.63	14.01	994

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NLRB Backpay Calculation

3

Case Name: Lou's Transport

Schedule C

Case Number: 07-CA-102517

Backpay period:

Claimant: Michael Hershey

3/27/13-8/22/16

2013	4	11/30	46.5	9.75	14.01	856	
2013	4	12/7	38.88	7.75	14.01	708	
2013	4	12/14	40	5.625	14.01	679	617
2013	4	12/21	40	5.75	14.01	681	
2013	4	12/28	44	5	14.01	722	
2013	4	Total				12,534	617
2014	1	1/4	44	5	14.01	722	
2014	1	1/11	33.63	0	14.01	471	
2014	1	1/18	40	14.25	14.01	860	
2014	1	1/25	27.75	0	14.01	389	
2014	1	2/1	28	0	14.01	392	
2014	1	2/8	40	8.625	14.01	742	
2014	1	2/15	40	9	14.01	750	
2014	1	2/22	37.5	4.75	14.01	625	
2014	1	3/1	40	11.38	14.01	799	
2014	1	3/8	34.25	2.75	14.01	538	
2014	1	3/15	38.25	3.5	14.01	609	
2014	1	3/22	35.13	3	15.75	624	
2014	1	3/29	30.25	0	15.75	476	
2014	1	Total				7,997	
2014	2	4/5	40	15.63	15.75	999	
2014	2	4/12	40	15.75	15.75	1,002	
2014	2	4/19	40	17.13	15.75	1,035	
2014	2	4/26	40	17.13	15.75	1,035	
2014	2	5/3	40	30.25	15.75	1,345	
2014	2	5/10	40	30	15.75	1,339	
2014	2	5/17	40	29.5	15.94	1,343	
2014	2	5/24	40	27.38	15.94	1,292	
2014	2	5/31	42	24.5	15.75	1,240	
2014	2	6/7	46	24.75	15.75	1,309	

NLRB Backpay Calculation

4

Case Name:			Lou's Transport			Schedule C	
Case Number:			07-CA-102517			Backpay period:	
Claimant:			Michael Hershey			3/27/13-8/22/16	
2014	2	6/14	40	32.13	15.75	1,389	
2014	2	6/21	40	36.5	15.75	1,492	
2014	2	6/28	40	12.88	18.11	1,074	
2014	2	Total				15,894	-
2014	3	7/5	44	22.63	15.75	1,228	
2014	3	7/12	40	32.75	16.48	1,469	
2014	3	7/19	40	32.88	16.48	1,472	
2014	3	7/26	40	34	16.97	1,544	
2014	3	8/2	40	37	16.97	1,621	
2014	3	8/9	44	28.75	16.25	1,416	
2014	3	8/16	40	28.63	16.25	1,348	
2014	3	8/23	40	25.5	17.08	1,337	
2014	3	8/30	40	25.63	17.08	1,340	
2014	3	9/6	48	19.75	16.25	1,281	
2014	3	9/13	40	19.75	16.25	1,131	
2014	3	9/20	40	29.38	17.05	1,433	
2014	3	9/27	40	29.63	17.05	1,440	
2014	3	Total				18,039	-
2014	4	10/4	40	23.88	18.15	1,376	
2014	4	10/11	40	24.13	18.15	1,383	
2014	4	10/18	40	31.38	17.29	1,505	
2014	4	10/25	40	31.63	17.29	1,512	
2014	4	11/1	40	24.88	18.41	1,289	
2014	4	11/8	40	25.25	18.41	1,278	
2014	4	11/15	40	22	18.25	1,188	
2014	4	11/22	40	22.5	18.25	1,188	
2014	4	11/29	39	6.75	16.25	798	
2014	4	12/6	39.13	6.75	16.25	800	1,450
2014	4	12/13	40	10.25	16.25	900	1,250
2014	4	12/20	40	10.38	16.25	903	

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NLRB Backpay Calculation

5

Case Name:		Lou's Transport				Schedule C	
Case Number:		07-CA-102517				Backpay period:	
Claimant:		Michael Hershey				3/27/13-8/22/18	
2014	4	12/27	33.38	0	16.25	542	
2014	4	Total				14,651	2,700
2015	1	1/3	33.5	0	16.25	544	
2015	1	1/10	39.25	5.5	17.01	808	
2015	1	1/17	39.25	5.875	17.01	818	
2015	1	1/24	40	13	16.25	967	
2015	1	1/31	40	13	16.25	967	
2015	1	2/7	40	9.625	17.36	945	
2015	1	2/14	40	9.875	17.36	952	
2015	1	2/21	40	11.25	16.25	924	
2015	1	2/28	40	11.25	16.25	924	
2015	1	3/7	40	12.63	18.25	1,076	
2015	1	3/14	40	13	18.25	1,086	
2015	1	3/21	44.75	0	16.25	727	
2015	1	3/28	44.75	0	16.25	727	
2015	1	Total				11,485	-
2015	2	4/4	36.5	0.5	17.29	844	
2015	2	4/11	36.25	0.75	17.29	846	
2015	2	4/18	40	5.5	16.54	798	
2015	2	4/25	40	5.75	16.54	804	
2015	2	5/2	40	24.25	16.25	1,241	
2015	2	5/9	40	24.25	16.25	1,241	
2015	2	5/16	40	31	16.25	1,406	
2015	2	5/23	40	31	16.25	1,406	
2015	2	5/30	44	22.5	16.25	1,263	
2015	2	6/6	44	22.5	16.25	1,263	
2015	2	6/13	40	27.75	16.25	1,326	
2015	2	6/20	40	27.75	16.25	1,326	
2015	2	6/27	40	18.75	16.25	1,107	
2015	2	Total				14,473	-

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NLRB Backpay Calculation

6

Case Name: Lou's Transport
Case Number: 07-CA-102517
Claimant: Michael Hershey

Schedule C
Backpay period:
3/27/13-8/22/16

2015	3	7/4	44	15	16.25	1,081	
2015	3	7/11	40	19.75	16.75	1,166	
2015	3	7/18	40	19.63	16.75	1,163	
2015	3	7/25	40	29.63	16.75	1,414	
2015	3	8/1	40	29.5	16.75	1,411	
2015	3	8/8	40	25.75	16.75	1,317	
2015	3	8/15	40	26.38	16.75	1,333	
2015	3	8/22	40	25.88	16.75	1,320	
2015	3	8/29	40	25.88	16.75	1,320	
2015	3	9/5	44	18.75	16.75	1,208	
2015	3	9/12	44	18.63	16.75	1,205	
2015	3	9/19	40	30.88	16.75	1,446	
2015	3	9/26	40	31	16.75	1,449	
2015	3	Total				16,833	-
2015	4	10/3	44	19.5	16.75	1,227	
2015	4	10/10	40	12	16.75	972	
2015	4	10/17	40	22	16.75	1,223	
2015	4	10/24	40	22.88	16.75	1,245	
2015	4	10/31	40	18.5	16.75	1,135	
2015	4	11/7	40	19.25	16.75	1,154	
2015	4	11/14	40	17.88	16.75	1,119	
2015	4	11/21	40	17.88	16.75	1,119	
2015	4	11/28	40.63	8.125	16.75	885	
2015	4	12/5	40	8.375	16.75	880	
2015	4	12/12	40	15.5	16.75	1,059	1,000
2015	4	12/19	40	16	16.75	1,072	
2015	4	12/26	31	0	16.75	519	
2015	4	Total				13,608	1,000
2016	1	1/2	31.5	0	16.75	528	

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NLRB Backpay Calculation

7

Case Name: Lou's Transport
Case Number: 07-CA-102517
Claimant: Michael Hershey

Schedule C
Backpay period:
3/27/13-8/22/16

2016	1	1/9	20.5	0	16.75	343	
2016	1	1/16	21	0	16.75	352	
2016	1	1/23	16.25	0	16.75	272	
2016	1	1/30	40	7	16.75	846	
2016	1	2/6	38	0	16.75	637	
2016	1	2/13	38.5	0	16.75	645	
2016	1	2/20	19.5	0	16.75	327	
2016	1	2/27	40	5.75	16.75	814	
2016	1	3/5	39.5	6	16.75	812	
2016	1	3/12	40	10.13	16.75	924	
2016	1	3/19	43.63	6.5	16.75	894	
2016	1	3/26	44	6.25	16.75	894	
2016	1	Total				8,288	-
2016	2	4/2	39.63	0	16.75	664	
2016	2	4/9	40	5.5	16.75	808	
2016	2	4/16	40	19.13	16.75	1,151	
2016	2	4/23	40	19.5	16.75	1,160	
2016	2	4/30	44	21	16.75	1,265	
2016	2	5/7	44	21	16.75	1,265	
2016	2	5/14	40	33.38	16.75	1,509	
2016	2	5/21	40	34.25	16.75	1,531	550
2016	2	5/28	40	17	16.75	1,097	400
2016	2	6/4	48	17.25	16.75	1,237	
2016	2	6/11	40	25.38	16.75	1,308	
2016	2	6/18	40	25.38	16.75	1,308	
2016	2	6/25	40	24.63	16.75	1,289	
2016	2	Total				15,589	950
2016	3	7/2	40	24.88	16.75	1,295	
2016	3	7/9	44	22.5	17.25	1,341	
2016	3	7/16	49	22.13	17.25	1,418	

NLRB Backpay Calculation

1

Case Name: Lou's Transport

Case Number: 07-CA-102517

Claimant: Michael Hershey

Backpay period:

3/27/13-8/22/16

Schedule D

Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Bonuses	Net Backpay & Expenses
2013	1	1/5				-					
2013	1	1/12				-					
2013	1	1/19				-					
2013	1	1/26				-					
2013	1	2/2				-					
2013	1	2/9				-					
2013	1	2/16				-					
2013	1	2/23				-					
2013	1	3/2				-					
2013	1	3/9				-					
2013	1	3/16				-					
2013	1	3/23				-					
2013	1	3/30	26.4	10.4	13.30	559					
2013	1	Total				559		559	-	-	559
2013	2	4/6	36.5	10.5	13.30	685	\$501.25		166		
2013	2	4/13	36.5	10.5	13.30	685	\$215.00		166		
2013	2	4/20	40	14.88	13.30	829	\$255.00		166		
2013	2	4/27	40	15.25	13.30	836	\$630.25		166		
2013	2	5/4	40	28.38	13.30	1,098	\$680.00		166		
2013	2	5/11	40	28.88	13.30	1,108	\$1,414.40		166		

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NLRB Backpay Calculation

2

Case Name: Lou's Transport
Case Number: 07-CA-102517
Claimant: Michael Hershey

Backpay period:

3/27/13-8/22/16

Schedule D

Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Bonuses	Net Backpay & Expenses
2013	2	5/18	40	25.25	13.30	1,038	\$1,298.38		166		
2013	2	5/25	40	25.63	13.30	1,043	\$1,119.88		166		
2013	2	6/1	38.5	19.25	13.30	896	\$782.00		166		
2013	2	6/8	38.38	19.38	13.30	897	\$1,132.88		166		
2013	2	6/15	42	28	13.30	1,117	\$601.13		166		
2013	2	6/22	42	28.13	13.30	1,120	\$1,431.35		166		
2013	2	6/29	40	25.38	13.30	1,038	\$1,285.63		166		
2013	2	Total				12,408	11,547	861	2,158	-	3,019
2013	3	7/6	48	25.38	13.30	1,145	\$420.75		238		
2013	3	7/13	40	31.13	14.01	1,214	\$1,473.82		238		
2013	3	7/20	40	31.5	14.01	1,222	\$1,279.25		238		
2013	3	7/27	40	23.5	14.01	1,054	\$1,279.25		238		
2013	3	8/3	44	23.5	14.01	1,110	\$1,347.25		238		
2013	3	8/10	40	29.5	14.01	1,180	\$1,432.25		238		
2013	3	8/17	40	29.63	14.01	1,183	\$1,435.58		238		
2013	3	8/24	40	25.63	14.01	1,099	\$1,333.57		238		
2013	3	8/31	40	25.75	14.01	1,102	\$1,247.38		238		
2013	3	9/7	40	28.13	14.01	1,109	\$1,311.13		238		
2013	3	9/14	44	26.63	14.01	1,176	\$1,119.88		238		
2013	3	9/21	40	34.75	14.01	1,281	\$1,457.75		238		

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NLRB Backpay Calculation

3

Case Name: Lou's Transport
Case Number: 07-CA-102517
Claimant: Michael Hershey

Backpay period:
3/27/13-8/22/16

Schedule D

Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Bonuses	Net Backpay & Expenses
2013	3	9/28	40	34.75	14.01	1,291	\$1,508.75		238		
2013	3	Total				15,177	16,647	-	3,093	-	3,093
2013	4	10/5	40	30.25	14.01	1,196	\$1,432.50		247		
2013	4	10/12	40	30.38	14.01	1,199	\$1,454.59		247		
2013	4	10/19	40	33.63	14.01	1,267	\$1,279.25		247		
2013	4	10/26	44	33.88	14.01	1,328	\$1,323.88		247		
2013	4	11/2	39.5	19.13	14.01	955	\$1,159.32		247		
2013	4	11/9	39.88	19.25	14.01	963	\$1,188.84		247		
2013	4	11/16	40	20.25	14.01	986	\$864.88		247		
2013	4	11/23	40	20.63	14.01	994	\$1,132.63		247		
2013	4	11/30	48.5	9.75	14.01	856	\$663.00		247		
2013	4	12/7	38.88	7.75	14.01	708	\$857.23		247		
2013	4	12/14	40	5.625	14.01	679	\$1,364.22		247	617	
2013	4	12/21	40	5.75	14.01	681	\$826.63		247		
2013	4	12/28	44	5	14.01	722	\$0.00				
2013	4	Total				12,534	13,527	-	2,966	617	3,583
2014	1	1/4	44	5	14.01	722	\$ 993.95		\$ 166.59		
2014	1	1/11	33.63	0	14.01	471	\$ 195.50		\$ 166.59		
2014	1	1/18	40	14.25	14.01	660	\$ 903.13		\$ 166.59		

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NLRB Backpay Calculation

Case Name: Lou's Transport
Case Number: 07-CA-102517

Claimant: Michael Hershey

Backpay period:

3/27/13-8/22/16

Schedule D

Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Bonuses	Net Backpay & Expenses
2014	1	1/25	27.75	0	14.01	389	\$ -		\$ -		
2014	1	2/1	28	0	14.01	392	\$ 182.75		\$ 166.59		
2014	1	2/8	40	8.625	14.01	742	\$ 395.25		\$ 166.59		
2014	1	2/15	40	9	14.01	750	\$ 493.00		\$ 166.59		
2014	1	2/22	37.5	4.75	14.01	625	\$ 391.00		\$ 166.59		
2014	1	3/1	40	11.38	14.01	799	\$ 493.00		\$ 166.59		
2014	1	3/8	34.25	2.75	14.01	538	\$ 652.38		\$ 166.59		
2014	1	3/15	38.25	3.5	14.01	609	\$ 140.25		\$ 166.59		
2014	1	3/22	35.13	3	15.75	624	\$ -		\$ -		
2014	1	3/29	30.25	0	15.75	476	\$ -		\$ -		
2014	1	Total				7,997	4,840	3,157	1,666	-	4,823
2014	2	4/5	40	15.63	15.75	999	\$ 183.8		194		
2014	2	4/12	40	15.75	15.75	1,002	\$ 1,113.4		194		
2014	2	4/19	40	17.13	15.75	1,035	\$ 595.0		194		
2014	2	4/26	40	17.13	15.75	1,035	\$ 850.9		194		
2014	2	5/3	40	30.25	15.75	1,345	\$ 1,264.4		194		
2014	2	5/10	40	30	15.75	1,339	\$ 1,382.5		194		
2014	2	5/17	40	29.5	15.94	1,343	\$ 1,316.9		194		
2014	2	5/24	40	27.38	15.94	1,292	\$ 1,418.7		194		
2014	2	5/31	42	24.5	15.75	1,240	\$ 1,120.0		194		

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NLRB Backpay Calculation

5

Case Name: Lou's Transport
Case Number: 07-CA-102517
Claimant: Michael Hershey

Backpay period:

Schedule D

3/27/13-8/22/16

Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Bonuses	Net Backpay & Expenses
2014	2	8/7	46	24.75	15.75	1,309	\$ 1,431.7		194		
2014	2	8/14	40	32.13	15.75	1,389	\$ 1,543.4		194		
2014	2	8/21	40	38.5	15.75	1,492	\$ 1,526.9		194		
2014	2	8/28	40	12.88	18.11	1,074	\$ 1,038.1		194		
2014	2	Total				15,894	17,061	-	2,520	-	2,520
2014	3	7/5	44	22.63	15.75	1,228	\$ 1,120.00		190		
2014	3	7/12	40	32.75	16.48	1,469	\$ 1,362.81		190		
2014	3	7/19	40	32.88	16.48	1,472	\$ 1,563.10		190		
2014	3	7/26	40	34	16.97	1,544	\$ 1,592.50		190		
2014	3	8/2	40	37	16.97	1,621	\$ 1,277.50		190		
2014	3	8/9	44	28.75	16.25	1,416	\$ 1,231.56		190		
2014	3	8/16	40	28.63	16.25	1,348	\$ 1,341.14		190		
2014	3	8/23	40	25.5	17.08	1,337	\$ 1,521.64		190		
2014	3	8/30	40	25.63	17.08	1,340	\$ 1,354.65		190		
2014	3	9/6	48	19.75	16.25	1,261	\$ 1,037.25		190		
2014	3	9/13	40	19.75	16.25	1,131	\$ 1,553.25		190		
2014	3	9/20	40	29.38	17.05	1,433	\$ 1,253.25		190		
2014	3	9/27	40	29.63	17.05	1,440	\$ 1,520.01		190		
2014	3	Total				18,039	17,729	310	2,471	-	2,781

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NLRB Backpay Calculation

6

Case Name: Lou's Transport
Case Number: 07-CA-102517

Claimant: Michael Hershey

Backpay period:

3/27/13-8/22/16

Schedule D

Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Bonuses	Net Backpay & Expenses
2014	4	10/4	40	23.88	18.15	1,376	\$ 1,293.75		107		
2014	4	10/11	40	24.13	18.15	1,383	\$ 1,371.51		107		
2014	4	10/18	40	31.38	17.29	1,505	\$ 1,118.25		107		
2014	4	10/25	40	31.63	17.29	1,512	\$ 1,574.01		107		
2014	4	11/1	40	24.88	16.41	1,269	\$ 1,391.78		107		
2014	4	11/8	40	25.25	16.41	1,278	\$ 1,401.75		107		
2014	4	11/15	40	22	16.25	1,186	\$ 1,314.00		107		
2014	4	11/22	40	22.5	16.25	1,198	\$ 1,179.00		107		
2014	4	11/29	39	6.75	16.25	798	\$ 576.00		107		
2014	4	12/6	39.13	6.75	16.25	800	\$ 834.75		107	1,450	
2014	4	12/13	40	10.25	16.25	900	\$ 693.00		107	1,250	
2014	4	12/20	40	10.38	16.25	903	\$ 1,959.90		107		
2014	4	12/27	33.38	0	16.25	542	\$ 558.00		107		
2014	4	Total				14,651	15,286	-	1,391	2,700	4,091
2015	1	1/3	33.5	0	16.25	544	\$ 380.00		12		
2015	1	1/10	39.25	5.5	17.01	808	\$ 612.00		12		
2015	1	1/17	39.25	5.875	17.01	818	\$ 432.00		12		
2015	1	1/24	40	13	16.25	967	\$ 607.50		12		
2015	1	1/31	40	13	16.25	967	\$ 436.50		12		
2015	1	2/7	40	9.625	17.36	945	\$ 760.50		12		

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NLRB Backpay Calculation

7

Case Name: Lou's Transport

Case Number: 07-CA-102517

Claimant: Michael Hershey

Backpay period:

3/27/13-8/22/16

Schedule D

Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Bonuses	Net Backpay & Expenses
2015	1	2/14	40	9.875	17.36	952	\$ 711.00		12		
2015	1	2/21	40	11.25	16.25	924	\$ 504.00		12		
2015	1	2/28	40	11.25	16.25	924	\$ 504.00		12		
2015	1	3/7	40	12.63	18.25	1,076	\$ 947.34		12		
2015	1	3/14	40	13	18.25	1,066	\$ 468.00		12		
2015	1	3/21	44.75	0	16.25	727	\$ 432.00		12		
2015	1	3/28	44.75	0	16.25	727	\$ 612.00		12		
2015	1	Total				11,465	7,387	4,078	159	-	4,237
2015	2	4/4	36.5	0.5	17.29	644	\$432.00		123		
2015	2	4/11	36.25	0.75	17.29	646	\$432.00		123		
2015	2	4/18	40	5.5	16.54	798	\$634.50		123		
2015	2	4/25	40	5.75	18.54	804	\$823.50		123		
2015	2	5/2	40	24.25	16.25	1,241	\$1,212.75		123		
2015	2	5/9	40	24.25	16.25	1,241	\$1,374.75		123		
2015	2	5/16	40	31	16.25	1,406	\$1,226.25		123		
2015	2	5/23	40	31	16.25	1,406	\$1,557.00		123		
2015	2	5/30	44	22.5	16.25	1,263	\$942.75		123		
2015	2	6/6	44	22.5	16.25	1,263	\$1,399.50		123		
2015	2	6/13	40	27.75	16.25	1,326	\$1,469.50		123		
2015	2	6/20	40	27.75	16.25	1,326	\$1,469.50		123		

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NLRB Backpay Calculation

Case Name: Lou's Transport
Case Number: 07-CA-102517
Claimant: Michael Hershey

Backpay period:

3/27/13-8/22/16

Schedule D

Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Bonuses	Net Backpay & Expenses
2015	2	6/27	40	18.75	16.25	1,107	\$1,226.25		123		
2015	2	Total				14,473	14,200	272	1,602	-	1,874
2015	3	7/4	44	15	16.25	1,081	\$1,197.00		141		
2015	3	7/11	40	19.75	16.75	1,166	\$1,253.25		141		
2015	3	7/18	40	19.63	16.75	1,183	\$1,250.01		141		
2015	3	7/25	40	29.63	16.75	1,414	\$1,520.01		141		
2015	3	8/1	40	29.5	16.75	1,411	\$1,516.50		141		
2015	3	8/8	40	25.75	16.75	1,317	\$1,415.25		141		
2015	3	8/15	40	26.38	16.75	1,333	\$1,432.26		141		
2015	3	8/22	40	25.88	16.75	1,320	\$1,442.39		141		
2015	3	8/29	40	25.88	16.75	1,320	\$1,374.75		141		
2015	3	9/5	44	18.75	16.75	1,208	\$1,298.25		141		
2015	3	9/12	44	18.63	16.75	1,205	\$1,295.01		141		
2015	3	9/19	40	30.88	16.75	1,446	\$1,553.76		141		
2015	3	9/26	40	31	16.75	1,449	\$1,557.00		141		
2015	3	Total				16,833	16,105	-	1,829	-	1,829
2015	4	10/3	44	19.5	16.75	1,227	\$1,318.50		109		
2015	4	10/10	40	12	16.75	972	\$1,044.00		109		
2015	4	10/17	40	22	16.75	1,223	\$1,314.00		109		

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NLRB Backpay Calculation

9

Case Name: Lou's Transport
Case Number: 07-CA-102517

Claimant: Michael Hershey

Backpay period:

3/27/13-8/22/16

Schedule D

Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Bonuses	Net Backpay & Expenses
2015	4	10/24	40	22.88	16.75	1,245	\$1,337.76		109		
2015	4	10/31	40	18.5	16.75	1,135	\$1,158.75		109		
2015	4	11/7	40	19.25	16.75	1,154	\$1,239.75		109		
2015	4	11/14	40	17.88	16.75	1,119	\$1,202.76		109		
2015	4	11/21	40	17.88	16.75	1,119	\$1,165.50		109		
2015	4	11/28	40.63	8.125	16.75	885	\$691.61		109		
2015	4	12/5	40	8.375	16.75	880	\$691.61		109		
2015	4	12/12	40	15.5	16.75	1,059	\$811.91		109	1,000	
2015	4	12/19	40	16	16.75	1,072	\$1,894.75		109		
2015	4	12/26	31	0	16.75	519	\$555.83		109		
2015	4	Total				13,608	14,427	-	1,412	1,000	2,412
2016	1	1/2	31.5	0	16.75	528	\$ 564.79		-		
2016	1	1/9	20.5	0	16.75	343	\$ 380.68		-		
2016	1	1/16	21	0	16.75	352	\$ 389.97		-		
2016	1	1/23	18.25	0	16.75	272	\$ 291.36		-		
2016	1	1/30	40	7	16.75	846	\$ 859.54		-		
2016	1	2/6	38	0	16.75	637	\$ 698.71		-		
2016	1	2/13	38.5	0	16.75	645	\$ 708.78		-		
2016	1	2/20	19.5	0	16.75	327	\$ 387.23		-		
2016	1	2/27	40	5.75	16.75	814	\$ 996.50		-		

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NLRB Backpay Calculation

10

Case Name: Lou's Transport
Case Number: 07-CA-102517
Claimant: Michael Hershey

Backpay period:

3/27/13-8/22/16

Schedule D

Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Bonuses	Net Backpay & Expenses
2016	1	3/5	39.5	6	16.75	812	\$ 946.94		-		
2016	1	3/12	40	10.13	16.75	924	\$ 983.04		-		
2016	1	3/19	43.63	6.5	16.75	894	\$ 717.28		-		
2016	1	3/26	44	6.25	16.75	894	\$ 717.28		-		
2016	1	Total				8,288	8,645	-	-	-	-
2016	2	4/2	39.63	0	16.75	664	\$710.64		\$0.00		
2016	2	4/9	40	5.5	16.75	808	\$837.32		\$0.00		
2016	2	4/16	40	18.13	16.75	1,151	\$1,043.47		\$0.00		
2016	2	4/23	40	19.5	16.75	1,160	\$1,043.47		\$0.00		
2016	2	4/30	44	21	16.75	1,265	\$892.60		\$0.00		
2016	2	5/7	44	21	16.75	1,265	\$892.60		\$0.00		
2016	2	5/14	40	33.38	16.75	1,509	\$853.70		\$0.00		
2016	2	5/21	40	34.25	16.75	1,531	\$853.70		\$0.00	550	
2016	2	5/28	40	17	16.75	1,097	\$711.05		\$0.00	400	
2016	2	6/4	48	17.25	16.75	1,237	\$711.05		\$0.00		
2016	2	6/11	40	25.38	16.75	1,308	\$702.85		\$0.00		
2016	2	6/18	40	25.38	16.75	1,308	\$702.85		\$0.00		
2016	2	6/25	40	24.63	16.75	1,289	\$691.60		\$0.00		
2016	2	Total				15,589	10,647	4,942	-	950	5,892

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NLRB Backpay Calculation

11

Case Name: Lou's Transport

Case Number: 07-CA-102517

Claimant: Michael Hershey

Backpay period:

Schedule D

3/27/13-8/22/16

Year	Qtr.	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Bonuses	Net Backpay & Expenses
2016	3	7/2	40	24.88	16.75	1,295	\$691.60		25		
2016	3	7/9	44	22.5	17.25	1,341	\$717.23		25		
2016	3	7/16	49	22.13	17.25	1,418	\$992.23		25		
2016	3	7/23	40	25.5	17.25	1,350	\$928.85		25		
2016	3	7/30	40	25.63	17.25	1,353	\$1,147.60		25		
2016	3	8/6	40	23.38	17.25	1,295	\$911.03		25		
2016	3	8/13	40	23.38	17.25	1,295	\$717.28		25		
2016	3	8/20	40	23.68	17.25	1,308	\$691.00		25		
2016	3	8/27				-					
2016	3	9/3				-					
2016	3	9/10				-					
2016	3	9/17				-					
2016	3	9/24				-					
2016	3	Total				10,854	6,797	3,857	198	-	4,055

Totals	18,036	21,465	5,267	\$	44,788
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Net Backpay Incl. Bonuses (Withholdings)	\$	23,303
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NLRB Backpay Calculation

12

Case Name: Lou's Transport
Case Number: 07-CA-102517
Claimant: Michael Hershey

Backpay period:
3/27/13-8/22/16

Schedule D

Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Bonuses	Net Backpay & Expenses
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Expenses (No Withholdings) \$ 21,465

NLRB Backpay Calculation

Case Name: Lou's Transport
Case Number: 07-CA-102517

Claimant: Michael Hershey

Backpay period:

3/27/13-8/22/16

Schedule E

Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Bonuses	Net Backpay, & Expenses
2013	1	1/5				-					
2013	1	1/12				-					
2013	1	1/19				-					
2013	1	1/26				-					
2013	1	2/2				-					
2013	1	2/9				-					
2013	1	2/16				-					
2013	1	2/23				-					
2013	1	3/2				-					
2013	1	3/9				-					
2013	1	3/16				-					
2013	1	3/23				-					
2013	1	3/30	28.4	10.4	13.30	559					
2013	1	Total				559		531	-	-	531
2013	2	4/6	36.5	10.5	13.30	695	\$501.25		166		
2013	2	4/13	36.5	10.5	13.30	695	\$215.00		166		
2013	2	4/20	40	14.88	13.30	829	\$255.00		166		
2013	2	4/27	40	15.25	13.30	836	\$630.25		166		
2013	2	5/4	40	28.38	13.30	1,098	\$980.00		166		
2013	2	5/11	40	28.88	13.30	1,108	\$1,414.40		166		

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NLRB Backpay Calculation

2

Case Name: Lou's Transport
Case Number: 07-CA-102517

Claimant: Michael Hershey

Backpay period:

3/27/13-8/22/16

Schedule E

Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Bonuses	Net Backpay & Expenses
2013	2	5/18	40	25.25	13.30	1,036	\$1,298.38		166		
2013	2	5/25	40	25.63	13.30	1,043	\$1,119.88		166		
2013	2	6/1	38.5	19.25	13.30	896	\$782.00		166		
2013	2	6/8	38.38	19.38	13.30	897	\$1,132.88		166		
2013	2	6/15	42	28	13.30	1,117	\$801.13		166		
2013	2	6/22	42	28.13	13.30	1,120	\$1,431.35		166		
2013	2	6/29	40	25.38	13.30	1,038	\$1,285.63		166		
2013	2	Total				12,408	\$ 11,547	241	2,158	-	2,399
2013	3	7/6	48	25.38	13.30	1,145	\$420.75		238		
2013	3	7/13	40	31.13	14.01	1,214	\$1,473.82		238		
2013	3	7/20	40	31.5	14.01	1,222	\$1,279.25		238		
2013	3	7/27	40	23.5	14.01	1,054	\$1,279.25		238		
2013	3	8/3	44	23.5	14.01	1,110	\$1,347.25		238		
2013	3	8/10	40	29.5	14.01	1,180	\$1,432.25		238		
2013	3	8/17	40	29.63	14.01	1,183	\$1,435.56		238		
2013	3	8/24	40	25.63	14.01	1,099	\$1,333.57		238		
2013	3	8/31	40	25.75	14.01	1,102	\$1,247.38		238		
2013	3	9/7	40	26.13	14.01	1,109	\$1,311.13		238		
2013	3	9/14	44	26.63	14.01	1,176	\$1,119.88		238		
2013	3	9/21	40	34.75	14.01	1,291	\$1,457.75		238		

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NLRB Backpay Calculation

3

Case Name: Lou's Transport

Case Number: 07-CA-102517

Claimant: Michael Hershey

Backpay period:

3/27/13-8/22/16

Schedule E

Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Bonuses	Net Backpay & Expenses
2013	3	9/28	40	34.75	14.01	1,291	\$1,508.75		238		
2013	3	Total				15,177	\$ 16,647	(759)	3,093	-	2,335
2013	4	10/5	40	30.25	14.01	1,196	\$1,432.50		247		
2013	4	10/12	40	30.38	14.01	1,199	\$1,454.59		247		
2013	4	10/19	40	33.63	14.01	1,267	\$1,279.25		247		
2013	4	10/26	44	33.88	14.01	1,328	\$1,323.88		247		
2013	4	11/2	39.5	19.13	14.01	955	\$1,159.32		247		
2013	4	11/9	39.88	19.25	14.01	963	\$1,188.84		247		
2013	4	11/16	40	20.25	14.01	986	\$864.88		247		
2013	4	11/23	40	20.63	14.01	994	\$1,132.63		247		
2013	4	11/30	46.5	9.75	14.01	856	\$683.00		247		
2013	4	12/7	38.88	7.75	14.01	708	\$857.23		247		
2013	4	12/14	40	5.625	14.01	879	\$1,364.22		247	617	
2013	4	12/21	40	5.75	14.01	681	\$826.63		247		
2013	4	12/28	44	5	14.01	722	\$0.00				
2013	4	Total				12,534	\$ 13,527	(627)	2,966	617	2,957
2014	1	1/4	44	5	14.01	722	\$ 993.95		\$ 187		
2014	1	1/11	33.83	0	14.01	471	\$ 195.50		\$ 187		
2014	1	1/18	40	14.25	14.01	860	\$ 903.13		\$ 167		

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NLRB Backpay Calculation

4

Case Name: Lou's Transport
Case Number: 07-CA-102517
Claimant: Michael Hershey

Backpay period:
3/27/13-8/22/16

Schedule E

Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Bonuses	Net Backpay & Expenses
2014	1	1/25	27.75	0	14.01	389	\$ -		\$ -		
2014	1	2/1	28	0	14.01	392	\$ 182.75		\$ 167		
2014	1	2/8	40	8.625	14.01	742	\$ 395.25		\$ 167		
2014	1	2/15	40	9	14.01	750	\$ 493.00		\$ 167		
2014	1	2/22	37.5	4.75	14.01	625	\$ 391.00		\$ 167		
2014	1	3/1	40	11.38	14.01	799	\$ 493.00		\$ 167		
2014	1	3/8	34.25	2.75	14.01	538	\$ 852.38		\$ 167		
2014	1	3/15	38.25	3.5	14.01	609	\$ 140.25		\$ 167		
2014	1	3/22	35.13	3	15.75	624	\$ -		\$ -		
2014	1	3/29	30.25	0	15.75	478	\$ -		\$ -		
2014	1	Total				7,997	\$ 4,840	2,757	1,666	-	4,423
2014	2	4/5	40	15.63	15.75	999	\$ 183.75		194		
2014	2	4/12	40	15.75	15.75	1,002	\$ 1,113.44		194		
2014	2	4/19	40	17.13	15.75	1,035	\$ 595.00		194		
2014	2	4/26	40	17.13	15.75	1,035	\$ 850.94		194		
2014	2	5/3	40	30.25	15.75	1,345	\$ 1,264.38		194		
2014	2	5/10	40	30	15.75	1,339	\$ 1,382.50		194		
2014	2	5/17	40	28.5	15.94	1,343	\$ 1,316.88		194		
2014	2	5/24	40	27.38	15.94	1,292	\$ 1,418.73		194		
2014	2	5/31	42	24.5	15.75	1,240	\$ 1,120.00		194		

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NLRB Backpay Calculation

5

Case Name: Lou's Transport

Case Number: 07-CA-102517

Claimant: Michael Hershey

Backpay period:

3/27/13-8/22/16

Schedule E

Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Bonuses	Net Backpay & Expenses
2014	2	6/7	46	24.75	15.75	1,309	\$ 1,431.68		194		
2014	2	6/14	40	32.13	15.75	1,389	\$ 1,543.41		194		
2014	2	6/21	40	36.5	15.75	1,492	\$ 1,526.88		194		
2014	2	6/28	40	12.88	18.11	1,074	\$ 1,038.10		194		
2014	2	Total				15,894	\$ 17,061	(795)	2,520	-	1,725
2014	3	7/5	44	22.63	15.75	1,228	\$ 1,120.00		190		
2014	3	7/12	40	32.75	16.48	1,469	\$ 1,362.81		190		
2014	3	7/19	40	32.88	16.48	1,472	\$ 1,563.10		190		
2014	3	7/26	40	34	16.97	1,544	\$ 1,592.50		190		
2014	3	8/2	40	37	16.97	1,621	\$ 1,277.50		190		
2014	3	8/9	44	28.75	16.25	1,416	\$ 1,231.56		190		
2014	3	8/16	40	28.63	16.25	1,348	\$ 1,341.14		190		
2014	3	8/23	40	25.5	17.06	1,337	\$ 1,521.64		190		
2014	3	8/30	40	25.63	17.06	1,340	\$ 1,354.65		190		
2014	3	9/6	48	19.75	16.25	1,261	\$ 1,037.25		190		
2014	3	9/13	40	19.75	16.25	1,131	\$ 1,563.25		190		
2014	3	9/20	40	29.38	17.05	1,433	\$ 1,253.25		190		
2014	3	9/27	40	29.63	17.05	1,440	\$ 1,520.01		190		
2014	3	Total				18,039	\$ 17,729	(592)	2,471	-	1,879

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NLRB Backpay Calculation

6

Case Name: Lou's Transport
Case Number: 07-CA-102517
Claimant: Michael Hershey

Backpay period:
3/27/13-8/22/16

Schedule E

Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Bonuses	Net Backpay & Expenses
2014	4	10/4	40	23.88	18.15	1,376	\$ 1,293.75		107		
2014	4	10/11	40	24.13	18.15	1,383	\$ 1,371.51		107		
2014	4	10/18	40	31.38	17.29	1,505	\$ 1,118.25		107		
2014	4	10/25	40	31.63	17.29	1,512	\$ 1,574.01		107		
2014	4	11/1	40	24.88	16.41	1,269	\$ 1,391.78		107		
2014	4	11/8	40	25.25	16.41	1,278	\$ 1,401.75		107		
2014	4	11/15	40	22	16.25	1,186	\$ 1,314.00		107		
2014	4	11/22	40	22.5	16.25	1,198	\$ 1,179.00		107		
2014	4	11/29	39	6.75	16.25	798	\$ 576.00		107		
2014	4	12/6	39.13	6.75	16.25	800	\$ 834.75		107	1,450	
2014	4	12/13	40	10.25	16.25	900	\$ 893.00		107	1,250	
2014	4	12/20	40	10.38	16.25	903	\$ 1,859.90		107		
2014	4	12/27	33.38	0	16.25	542	\$ 558.00		107		
2014	4	Total				14,651	\$ 15,266	(733)	1,391	2,700	3,358
2015	1	1/3	33.5	0	16.25	544	\$ 360		12		
2015	1	1/10	39.25	5.5	17.01	808	\$ 612		12		
2015	1	1/17	39.25	5.875	17.01	818	\$ 432		12		
2015	1	1/24	40	13	16.25	967	\$ 608		12		
2015	1	1/31	40	13	16.25	967	\$ 437		12		
2015	1	2/7	40	9.625	17.36	945	\$ 761		12		

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NLRB Backpay Calculation

7

Case Name: Lou's Transport

Case Number: 07-CA-102517

Claimant: Michael Hershey

Backpay period:

3/27/13-8/22/16

Schedule E

Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Bonuses	Net Backpay & Expenses
2015	1	2/14	40	9.875	17.36	952	\$ 711		12		
2015	1	2/21	40	11.25	16.25	924	\$ 504		12		
2015	1	2/28	40	11.25	16.25	924	\$ 504		12		
2015	1	3/7	40	12.63	18.25	1,076	\$ 947		12		
2015	1	3/14	40	13	18.25	1,086	\$ 468		12		
2015	1	3/21	44.75	0	16.25	727	\$ 432		12		
2015	1	3/28	44.75	0	16.25	727	\$ 612		12		
2015	1	Total				11,465	\$ 7,387	3,504	159	-	3,683
2015	2	4/4	38.5	0.5	17.29	644	\$432		123		
2015	2	4/11	36.25	0.75	17.29	646	\$432		123		
2015	2	4/18	40	5.5	16.54	798	\$635		123		
2015	2	4/25	40	5.75	16.54	804	\$824		123		
2015	2	5/2	40	24.25	16.25	1,241	\$1,213		123		
2015	2	5/9	40	24.25	16.25	1,241	\$1,375		123		
2015	2	5/16	40	31	18.25	1,406	\$1,226		123		
2015	2	5/23	40	31	16.25	1,406	\$1,557		123		
2015	2	5/30	44	22.5	16.25	1,263	\$943		123		
2015	2	6/6	44	22.5	16.25	1,263	\$1,400		123		
2015	2	6/13	40	27.75	16.25	1,326	\$1,470		123		
2015	2	6/20	40	27.75	16.25	1,326	\$1,470		123		

File: spd.07-ca-102517.3rd amended compliance July 30 / Sheet: Adjusted Backpay

NLRB Backpay Calculation

8

Case Name: Lou's Transport
Case Number: 07-CA-102517
Claimant: Michael Hershey

Backpay period:

Schedule E

3/27/13-8/22/16

Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Bonuses	Net Backpay & Expenses
2015	2	6/27	40	18.75	16.25	1,107	\$1,226		123		
2015	2	Total				14,473	\$ 14,200	(451)	1,602	-	1,151
2015	3	7/4	44	15	16.25	1,081	\$1,197		141		
2015	3	7/11	40	19.75	16.75	1,166	\$1,253		141		
2015	3	7/18	40	19.63	16.75	1,163	\$1,250		141		
2015	3	7/25	40	29.63	16.75	1,414	\$1,520		141		
2015	3	8/1	40	29.5	18.75	1,411	\$1,517		141		
2015	3	8/8	40	25.75	16.75	1,317	\$1,415		141		
2015	3	8/15	40	26.38	16.75	1,333	\$1,432		141		
2015	3	8/22	40	25.88	16.75	1,320	\$1,442		141		
2015	3	8/29	40	25.88	16.75	1,320	\$1,375		141		
2015	3	9/5	44	18.75	16.75	1,208	\$1,298		141		
2015	3	9/12	44	18.63	16.75	1,205	\$1,295		141		
2015	3	9/19	40	30.88	16.75	1,446	\$1,554		141		
2015	3	9/26	40	31	16.75	1,449	\$1,557		141		
2015	3	Total				16,833	\$ 18,105	(842)	1,829	-	988
2015	4	10/3	44	19.5	16.75	1,227	\$1,319		109		
2015	4	10/10	40	12	16.75	972	\$1,044		109		
2015	4	10/17	40	22	16.75	1,223	\$1,314		109		

File: spd.07-ca-102517.3rd amended compliance July 30 / Sheet: Adjusted Backpay

NLRB Backpay Calculation

Case Name: Lou's Transport

Case Number: 07-CA-102517

Claimant: Michael Hershey

Backpay period:

3/27/13-8/22/16

Schedule E

Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Bonuses	Net Backpay & Expenses
2015	4	10/24	40	22.88	16.75	1,245	\$1,338		109		
2015	4	10/31	40	18.5	16.75	1,135	\$1,159		109		
2015	4	11/7	40	19.25	16.75	1,154	\$1,240		109		
2015	4	11/14	40	17.88	16.75	1,119	\$1,203		109		
2015	4	11/21	40	17.88	16.75	1,119	\$1,166		109		
2015	4	11/28	40.63	8.125	16.75	885	\$692		109		
2015	4	12/5	40	8.375	16.75	880	\$692		109		
2015	4	12/12	40	15.5	16.75	1,059	\$812		109	1,000	
2015	4	12/19	40	16	16.75	1,072	\$1,895		109		
2015	4	12/26	31	0	16.75	519	\$556		109		
2015	4	Total				13,608	\$ 14,427	(680)	1,412	1,000	1,732
2016	1	1/2	31.5	0	16.75	528	565		-		
2016	1	1/9	20.5	0	16.75	343	381		-		
2016	1	1/16	21	0	16.75	352	390		-		
2016	1	1/23	16.25	0	16.75	272	291		-		
2016	1	1/30	40	7	16.75	846	860		-		
2016	1	2/6	38	0	16.75	637	700		-		
2016	1	2/13	38.5	0	16.75	645	709		-		
2016	1	2/20	19.5	0	16.75	327	387		-		
2016	1	2/27	40	5.75	16.75	814	999		-		

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NLRB Backpay Calculation

10

Case Name: Lou's Transport
Case Number: 07-CA-102517
Claimant: Michael Hershey

Backpay period:
3/27/13-8/22/16

Schedule E

Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Bonuses	Net Backpay & Expenses
2016	1	3/5	39.5	8	16.75	812	947		-		
2016	1	3/12	40	10.13	16.75	924	983		-		
2016	1	3/19	43.63	6.5	16.75	894	717		-		
2016	1	3/26	44	8.25	16.75	894	717		-		
2016	1	Total				8,288	\$ 8,645	(414)	-	-	(414)
2016	2	4/2	39.63	0	16.75	664	\$711		\$0.00		
2016	2	4/9	40	5.5	16.75	808	\$837		\$0.00		
2016	2	4/16	40	19.13	16.75	1,151	\$1,043		\$0.00		
2016	2	4/23	40	19.5	16.75	1,160	\$1,043		\$0.00		
2016	2	4/30	44	21	16.75	1,265	\$893		\$0.00		
2016	2	5/7	44	21	16.75	1,265	\$893		\$0.00		
2016	2	5/14	40	33.38	16.75	1,509	\$854		\$0.00		
2016	2	5/21	40	34.25	16.75	1,531	\$854		\$0.00	550	
2016	2	5/28	40	17	16.75	1,097	\$711		\$0.00	400	
2016	2	6/4	48	17.25	16.75	1,237	\$711		\$0.00		
2016	2	6/11	40	25.38	16.75	1,308	\$703		\$0.00		
2016	2	6/18	40	25.38	16.75	1,308	\$703		\$0.00		
2016	2	6/25	40	24.63	16.75	1,289	\$692		\$0.00		
2016	2	Total				15,588	\$ 10,847	4,163	-	950	5,113

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NLRB Backpay Calculation

11

Case Name: Lou's Transport

Case Number: 07-CA-102517

Claimant: Michael Hershey

Backpay period:

3/27/13-8/22/16

Schedule E

Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Bonuses	Net Backpay & Expenses
2016	3	7/2	40	24.88	16.75	1,295	\$ 692		13		
2016	3	7/9	44	22.5	17.25	1,341	\$ 717		13		
2016	3	7/16	49	22.13	17.25	1,418	\$ 992		13		
2016	3	7/23	40	25.5	17.25	1,350	\$ 929		13		
2016	3	7/30	40	25.63	17.25	1,353	\$ 1,148		13		
2016	3	8/6	40	23.38	17.25	1,295	\$ 911		13		
2016	3	8/13	40	23.38	17.25	1,295	\$ 717		13		
2016	3	8/20	40	23.88	17.25	1,308	\$ 691		13		
2016	3	8/27				-					
2016	3	9/3				-					
2016	3	9/10				-					
2016	3	9/17				-					
2016	3	9/24				-					
2016	3	Total				10,654	\$ 6,797	3,325	107	-	3,431

Totals	8,627	21,374	5,267	35,269
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Net Backpay including Bonuses	13,895
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NLRB Backpay Calculation

12

Case Name: Lou's Transport
Case Number: 07-CA-102517
Claimant: Michael Hershey

Backpay period:
3/27/13-8/22/16

Schedule E

Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Bonuses	Net Backpay & Expenses
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Expenses and 401(K) (No Withholdings)	35,524
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07-CA-105217 SCHEDULE F: Employee Contribution to 401k

Year	Qtr	Gross Backpay	EE Contribution 5%	Return	Gain/Loss	Running Balance
						0
2013	1	559 \$	27.95	6.79%	\$1.90	\$29.85
2013	2	12408 \$	620.40	2.87%	\$18.86	\$668.91
2013	3	15177 \$	758.85	5.20%	\$74.24	\$1,502.00
2013	4	12534 \$	626.70	10.46%	\$222.66	\$2,351.37
2014	1	7997 \$	399.85	1.76%	\$48.42	\$2,799.64
2014	2	15894 \$	794.70	5.18%	\$186.55	\$3,780.86
2014	3	18039 \$	901.95	1.09%	\$51.04	\$4,733.88
2014	4	14851 \$	732.55	4.89%	\$267.31	\$5,733.73
2015	1	11465 \$	573.25	0.91%	\$57.39	\$6,364.38
2015	2	14473 \$	723.65	0.28%	\$18.43	\$7,106.46
2015	3	16833 \$	841.65	-8.48%	(\$515.04)	\$7,433.07
2015	4	13608 \$	680.40	7%	\$567.94	\$8,681.41
2016	1	8286 \$	414.40	1.25%	\$113.70	\$9,209.51
2016	2	15589 \$	779.45	2.42%	\$241.73	\$10,230.69
2016	3	10654 \$	532.70	3.82%	\$411.16	\$11,174.55
	Totals:	\$	9,408			
2016	4		0	3.80%	\$ 425	\$11,599.18
2017	1		0	6.03%	\$ 699	\$12,298.62
2017	2		0	3.05%	\$ 375	\$12,673.73
Proj 2017	3		0	1.50%	\$ 190	\$12,863.83
			Total		\$	12,864

07-CA-105217 SCHEDULE G Employer Contribution

Year	Qtr	Gross Backpay	ER Contribution	.5%	Return	Gain or Loss	Running Balance
2013	1	\$ 559	\$ 2.80		6.79%	\$ 0.19	\$ 2.98
2013	2	\$ 12,408	\$ 62.04		2.87%	\$ 1.87	\$ 66.89
2013	3	\$ 15,177	\$ 75.88		5.20%	\$ 7.42	\$ 150.20
2013	4	\$ 12,534	\$ 62.67		10.48%	\$ 22.27	\$ 235.14
2014	1	\$ 7,997	\$ 39.99		1.76%	\$ 4.84	\$ 279.98
2014	2	\$ 15,894	\$ 79.47		5.19%	\$ 18.85	\$ 378.09
2014	3	\$ 16,039	\$ 80.20		1.08%	\$ 5.10	\$ 473.39
2014	4	\$ 14,651	\$ 73.26		4.89%	\$ 28.73	\$ 673.37
2015	1	\$ 11,485	\$ 57.33		0.81%	\$ 5.74	\$ 836.44
2015	2	\$ 14,473	\$ 72.37		0.26%	\$ 1.84	\$ 710.85
2015	3	\$ 16,833	\$ 84.17		-6.48%	\$ (51.50)	\$ 743.31
2015	4	\$ 13,608	\$ 68.04		7%	\$ 56.78	\$ 868.14
2016	1	\$ 8,288	\$ 41.44		1.25%	\$ 11.37	\$ 920.95
2016	2	\$ 15,589	\$ 77.95		2.42%	\$ 24.17	\$ 1,023.07
2016	3	\$ 10,854	\$ 53.27		3.82%	\$ 41.12	\$ 1,117.40
Totals:			\$ 941				
2016	4		0		3.80%	\$ 42	\$ 1,159.82
2017	1		0		6.03%	\$ 70	\$ 1,229.86
2017	2		0		3.05%	\$ 38	\$ 1,267.37
Proj 2017	3		0		1.50%	\$ 19	\$ 1,286.38
Total Employer Contribution:							\$ 1,286

07-CA-105217 SCHEDULE H: 401k										
Year	Qtr	Gross Backpay	EE Contrib.	ER Contrib.	EE + ER Contrib.	Return	Gain/Loss	Running Balance		
			\$	\$						0
2013	1	\$ 559	27.95	2.80	\$ 31	6.79%	\$ 2.06	\$ 32.83		
2013	2	\$ 12,408	620.40	62.04	\$ 682	2.87%	\$ 20.53	\$ 735.80		
2013	3	\$ 15,177	758.85	75.89	\$ 835	5.20%	\$ 81.67	\$ 1,652.20		
2013	4	\$ 12,534	628.70	62.67	\$ 689	10.46%	\$ 244.93	\$ 2,586.50		
2014	1	\$ 7,997	399.85	39.99	\$ 440	1.78%	\$ 53.26	\$ 3,079.60		
2014	2	\$ 15,894	794.70	79.47	\$ 874	5.19%	\$ 205.20	\$ 4,158.97		
2014	3	\$ 18,039	901.95	90.20	\$ 992	1.09%	\$ 56.15	\$ 5,207.26		
2014	4	\$ 14,851	732.55	73.28	\$ 806	4.89%	\$ 294.04	\$ 6,307.11		
2015	1	\$ 11,485	573.25	57.33	\$ 631	0.91%	\$ 83.13	\$ 7,000.82		
2015	2	\$ 14,473	723.85	72.37	\$ 796	0.26%	\$ 20.27	\$ 7,617.10		
2015	3	\$ 16,833	841.65	84.17	\$ 926	-6.48%	\$ (588.54)	\$ 6,176.38		
2015	4	\$ 13,608	680.40	68.04	\$ 748	7%	\$ 624.74	\$ 9,549.55		
2016	1	\$ 8,288	414.40	41.44	\$ 456	1.25%	\$ 125.07	\$ 10,130.46		
2016	2	\$ 15,589	779.45	77.95	\$ 857	2.42%	\$ 265.91	\$ 11,253.76		
2016	3	\$ 10,654	532.70	53.27	\$ 586	3.82%	\$ 452.28	\$ 12,282.01		
Totals:			\$ 9,408	\$ 941	\$ 10,349					
2016	4					0	3.80%	\$ 467	\$ 12,759.11	
2017	1					0	6.03%	\$ 769	\$ 13,528.46	
2017	2					0	3.05%	\$ 413	\$ 13,941.10	
Proj 2017	3					0	1.50%	\$ 209	\$ 14,150.22	
Total								\$ 14,150		

07-CA-105217 SCHEDULE I: Growth on 401(k) balance at date of termination

Year	Qtr	Return on Investment	Running Balance
			\$689.22
2013	2	2.87%	\$19.78
2013	3	5.20%	\$38.87
2013	4	10.46%	\$78.02
2014	1	1.78%	\$14.50
2014	2	5.19%	\$43.51
2014	3	1.09%	\$9.61
2014	4	4.89%	\$43.59
2015	1	0.91%	\$8.51
2015	2	0.28%	\$2.45
2015	3	-8.48%	(\$81.31)
2015	4	7%	\$81.93
2016	1	1.25%	\$11.83
2016	2	2.42%	\$23.20
2016	3	3.82%	\$37.50
2016	4	3.80%	\$38.73
2017	1	6.03%	\$83.80
2017	2	3.05%	\$34.21
Proj 2017	3	1.50%	\$17.34

Adjusted Taxes for Lump Sum Backpay

Schedule J Case Name: Lou's Transport, Inc. and T.K.M.S., Inc.
Case Number: 07-CA-102617
Claimant: Michael Hershey

Year	Taxable Income (Backpay)	Filing Status	State	Federal Tax	State Tax
2013	3	Married Filing Jointly/Widower	MI	0	0
2014	3,337	Married Filing Jointly/Widower	MI	334	142
2015	2,531	Married Filing Jointly/Widower	MI	253	108
2016	8,024	Married Filing Jointly/Widower	MI	802	341
Taxes Paid:				1,380	591
2000 to 2016	(Sum) 13,895	Married Filing Jointly/Widower	MI	1,390	591
2017	0				
Excess Tax on Backpay:				0	0
Incremental Tax on Backpay:				0	
Total Excess Tax on Backpay:				0	

3.1

Interim Expenses

Name: Lou's Transport - Case 07-CA-102517 Michael Hershey Schedule K

Year # ###	Qtr #	Interim Employment					Search for Work				Total	Mileage Rate For This Quarter	Notes
		Days	R/T to Employer	R/T to Interim Job	Additional Mileage	Lodging	Food	Mileage	Lodging	Food	Other		
2013	2	11	9.2	42.8	369.6						\$ 208.82	0.565	Kraken
2013	2	46	9.2	84.2	3450						\$ 1,949.25	0.565	Calo
2013	3	73	9.2	84.2	5475						\$ 3,093.38	0.565	Calo
2013	4	70	9.2	84.2	5250						\$ 2,968.25	0.565	Calo
2014	1	37	9.2	84.2	2775						\$ 1,554.00	0.560	Calo
2014	1	9	9.2	31.4	199.8						\$ 111.89	0.560	RD Com Temp
2014	2	60	9.2	84.2	4500						\$ 2,520.00	0.560	Calo
2014	3	45	9.2	84.2	3375						\$ 1,890.00	0.560	Calo - old house
2014	3	21	16.2	65.6	1037.4						\$ 580.94	0.560	Calo-New House
2014	4	50	16.2	65.6	2470						\$ 1,383.20	0.560	Calo
2014	4	10	16.2	17.6	14						\$ 7.84	0.560	RD Com Temp
2015	1	5	16.2	65.6	247						\$ 142.03	0.575	Calo
2015	1	21	16.2	17.6	29.4						\$ 16.91	0.575	RD Com Temp
2015	2	14	16.2	17.6	19.6						\$ 11.27	0.575	RD Com Temp
2015	2	56	16.2	65.6	2766.4						\$ 1,590.68	0.575	Tia Marie
2015	3	14	16.2	17.6	19.6						\$ 11.27	0.575	RD Com Temp
2015	3	64	16.2	65.6	3161.6						\$ 1,817.92	0.575	Tia Marie
2015	4	25	16.2	17.6	35						\$ 20.13	0.575	RD Com Temp
2015	4	49	16.2	65.6	2420.6						\$ 1,391.85	0.575	Tia Marie
2016	1	64	16.2	11.6	0						\$ -	0.540	RD Com
2016	2	64	16.2	11.6	0						\$ -	0.540	RD COM
2016	3	47	16.2	11.6	0						\$ -	0.540	RD COM
2016	3	4	16.2	65.6	197.6						\$ 106.70	0.540	Calo
Total Mileage:					37812.6	Total Expense:					\$ 21,374		

spd.07-ca-102517.3rd amended compliance July 30/ Expenses

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION SEVEN**

LOU'S TRANSPORT, INC., and T.K.M.S., INC.

Respondents

and

Case 07-CA-102517

MICHAEL HERSHEY, an Individual

Charging Party

**FOURTH AMENDED COMPLIANCE SPECIFICATION
AND NOTICE OF HEARING**

The National Labor Relations Board, herein referred to as the Board, issued its Decision and Order on December 16, 2014, reported at 361 NLRB No. 158, ordering Lou's Transport, Inc. (Respondent Lou's) and T.K.M.S., Inc. (Respondent T.K.M.S.) (collectively Respondents), and their officers, agents, and assigns to take certain actions, including making whole the Charging Party, for any loss of earnings and other benefits suffered as a result of the discrimination against him, with interest compounded on a daily basis. On April 6, 2016, in Case Nos. 15-1040 and 1193, the United States Court of Appeals for the Sixth Circuit entered its judgment enforcing in full the provisions of the Board's Order.

As a controversy presently exists regarding the liability of Respondents as to the amount of backpay and other benefits owed the Charging Party under the terms of the Board's Order, as enforced by the United States Court of Appeals for the Sixth Circuit, the undersigned, pursuant to the authority duly conferred by the Board, hereby issues this Fourth Amended Compliance Specification and Notice of Hearing and alleges as follows:

1. No payments have been made by Respondents to satisfy their obligations under the terms of the aforesaid Board Order and court judgment.
2. The gross backpay and expense reimbursement due the Charging Party is the amount of earnings and benefits he would have received, and expenses he incurred, but for Respondents' unlawful discrimination against him, less any interim earnings.
3. Respondents' liability for backpay for the Charging Party commenced on about March 27, 2013, the date that Respondents terminated him, and concludes on about August 22, 2016 (backpay period), when the Charging Party declined Respondents' unconditional offer of reinstatement.



4. An appropriate measure of gross backpay due the Charging Party is determined by the number of regular hours and overtime hours worked by Respondents' comparable employees for the period of about March 27, 2013, to about August 22, 2016, multiplied by the wage rate the Charging Party would have earned during the backpay period.

5. For the purposes of this Fourth Amended Compliance Specification, the actual regular hours and actual overtime hours worked by Gary Forsyth and Ronnie Smith (the comparable employees), were averaged together on a weekly basis and used to determine the backpay due the Charging Party had he continued to be employed by Respondents as a reasonable means to determine an appropriate measure of gross backpay due the Charging Party.¹ See Schedules A through C.

6. The amounts of pay increases reflected in Forsyth and Smith's backpay schedules (Schedule A and Schedule B, respectively) are based on payroll information received from Respondents for Forsyth and Smith, throughout the backpay period. The pay increases comport with the scheduled increases provided for in the applicable Collective Bargaining Agreements.²

7. (a) Based upon the pay increases set forth in the applicable Collective Bargaining Agreements, the Charging Party's wages would have increased on his anniversary date, as reflected in Schedule C.

(b) Based upon Respondents' payroll records for the comparable employees, Respondents provided raises to the comparable employees in March 2014, commensurate with the pay scale set forth in the collective bargaining agreement that went into effect in January 2014.

8. The comparable employees' actual weekly regular hours and overtime hours were averaged together and compared to those of the Charging Party in his interim employment. During those weeks in which the Charging Party worked greater interim employment regular hours and overtime hours than the hours available to the comparable employees working for Respondents, the Charging Party's hours were lowered to the averaged amount available to the comparable employees. In these instances, the Charging Party's interim earnings were adjusted by taking the pay rate that he was earning at his interim employer in the relevant period and multiplying it by the average regular hours and overtime hours that were worked by the comparable employees. See Schedule D.

9. The bonuses paid to the Charging Party by his interim employers were added to his interim earnings in the period that they were paid. The bonuses Respondents awarded to the comparable employees were averaged together and represent the estimated amount of bonuses that the Charging Party would have received but for the unfair labor practices committed by

¹ For the period ending March 21, 2015 through the period ending June 20, 2015, Forsyth worked as a dispatcher. Since Forsyth was not performing comparable work during this period of time, the backpay for this period was based solely on comparable employee Smith.

² Two different collective bargaining agreements (CBAs) were in effect during the Charging Party's backpay period. The first CBA was effective from January 15, 2009 through January 14, 2014, and the successor agreement is effective from January 14, 2014 through January 14, 2019.

Respondents. The averaged bonuses of the comparable employees are included in a separate column of the backpay calculations entitled "bonuses," which totals \$5,267.³ See Schedule D.

10. (a) Based on Respondents' payroll records, prior to his unlawful discharge, the Charging Party regularly contributed 5% of his pre-tax gross earnings into a 401(k) account under the applicable collective bargaining agreement.

(b) Under the column entitled, "Contribution 5%," Schedule F shows the amount of quarterly contributions that the Charging Party would have made had he continued his employment with Respondents but for the unfair labor practices committed by Respondents.

(c) Schedule F shows that the Charging Party would have contributed a total of \$7,461 of his pre-tax earnings into his 401(k) during the backpay period.⁴

(d) During the backpay period, had the Charging Party contributed 5% of his pre-tax earnings to the 401(k), he would have received a gain/loss on his investment,⁵ as reflected in Schedule F.

(e) Based on Respondents' payroll records, it regularly contributed 0.5% of the Charging Party's gross earnings into his 401(k) account. Accordingly, Schedule G shows the contributions that Respondents would have made into the Charging Party's 401(k) account during the backpay period.⁶

(f) Schedule H shows the total Respondents' and employee's contributions that would have been made into the Charging Party's 401(k) account had he continued his employment with Respondents but for the unfair labor practices.

(g) The appropriate quarterly rates of return on the 401(k) account were applied to the Charging Party's and Respondents' contributions to yield a projected balance of \$11,513, as reflected in Schedule H.

11. (a) The total gross backpay is a component of total net backpay, which is calculated by subtracting the adjusted quarterly interim earnings from the comparable quarterly gross backpay, with no quarterly total net backpay amount being less than \$0.00. The totals for

³ All of totaled sums have been rounded to the nearest dollar amount.

⁴ Respondents' liability for employee continuation of contributions to the 401(k) terminated on November 23, 2015, when the Charging Party became eligible to contribute into a 401(k) at his interim Employer.

⁵ The Charging Party contributed into a Securian Domestic Equity fund, which ceased to exist at an unknown time during the backpay period. Thus, it is not possible to determine the specific quarterly rates of returns for that fund, with the exception of the first quarter of 2013. From the 2nd quarter of 2013 forward, the quarterly rates of return used are from the Vanguard 500 Index Fund, which tracks the S&P 500.

<https://personal.vanguard.com/us/funds/snapshot?FundId=0040&FundIntExt=INT#tab=1a>

⁶ Respondents' liability for contributions to the 401(k) fund terminated on November 23, 2015, when the Charging Party became eligible for matching contributions from his interim Employer.

the bonuses paid to the comparable employees, listed above in paragraph 9, were added to the net backpay amount. See Schedule D.

(b) The Charging Party's net backpay, up until November 23, 2015, is reduced by the 5% pre-tax contribution that he would have contributed to his 401(k) under the applicable collective bargaining agreements. See Schedule E.

(c) Based upon the above, the net backpay amount is \$10,575. The bonuses totaling \$5,267, as described above in paragraph 9, are added to this amount to determine that the total net backpay amount due the Charging Party is \$15,842. See Schedule E.

12. The Charging Party's total projected 401(k) balance of \$11,513, as described in paragraph 10 above, is treated as a non-taxable distribution.

13. There were no medical expenses incurred by the Charging Party during the backpay period, and therefore none were added to total net backpay.

14. The Charging Party incurred necessary expenses in performing interim employment that he would not have otherwise incurred, such as mileage. In order for the Charging Party to retain his interim employment, it has been necessary that he commute greater distances to his interim employers than had he driven to his employment with Respondents. The mileage amount at the United States Governmental rate⁷ for the additional distances driven have been added as interim expenses to the net backpay. Based on the above, the Charging Party incurred quarterly interim expenses totaling \$21,354. See Schedule K and Schedule E.

15. In order to determine the total net backpay and expenses owed to the Charging Party, it is necessary to add the quarterly interim expenses (paragraph 14) and the projected 401(k) balance (paragraph 12) to the total net backpay (paragraph 11(c)). Based upon the above, the total net backpay, 401(k) non-taxable distribution, bonuses and interim expenses due the Charging Party is \$48,709.

16. (a) In order to fully remedy the unfair labor practices set forth above, the General Counsel seeks an order requiring that the Charging Party be made whole, including, but not limited to, payment for reasonable consequential economic harm he incurred as a result of Respondents' unlawful conduct.

(b) The Charging Party withdrew \$753 from his 401(k) account in July 2016, which he would not have otherwise withdrawn but for the economic harm caused by Respondents' unlawful conduct. The Charging Party incurred a 10% penalty on his withdrawal, which amounted to \$75.

(c) By withdrawing \$753 from his 401(k) account, the Charging Party lost the gains that he would have otherwise earned had the money remained in his 401(k) fund. Schedule I shows the return on investment the Charging Party would have received had he left the money

⁷ The United States Government mileage rates in effect during the relevant time period were utilized, as reflected in Schedule K.

in his 401(k) fund. Based upon the appropriate market rates of return, the \$753 would have grown to \$1,173 if it had not been withdrawn. The difference between the projected ending balance of \$1,173 and the \$753 that the Charging Party withdrew is \$420. See Schedule I.

(d) The amount of consequential economic harm incurred by the Charging Party is the 401(k) withdrawal penalty plus the loss of gains on the amount he withdrew, which totals \$495.

17. In accordance with *AdvoServ of New Jersey, Inc.*,⁸ and *Don Chavas, LLC d/b/a Tortillas Don Chavas and Mariela Soto and Anahi Figueroa*,⁹ the Charging Party is entitled to be compensated for the adverse tax consequences of receiving the lump-sum backpay for a period over 1-year. If not for the unfair labor practices committed by Respondents, the backpay award for the Charging Party would have been paid over more than one year rather than paid in the year Respondents make final payment in the instant case. The backpay for this case should have been earned in 2013, 2014, 2015, and 2016, rather than exclusively in 2017.¹⁰

(a) In order to determine what the appropriate excess tax award should be, the amount of federal and state taxes need to be determined for the backpay as if the monies were paid when they were earned throughout the backpay period, as described below in paragraph 17(c). Also, the amount of federal and state taxes need to be calculated for the lump sum payment if the payment was made this year, as described below in paragraph 17(d). The excess tax liability is calculated as the difference between these two amounts.

(b) The amount of Taxable Income for each year is based on the calculations for backpay in this third amended compliance specification for 2013, 2014, 2015, and 2016, years in which backpay was earned, and the taxable income of the Charging Party is summarized in Schedule J. Using this Taxable Income for the various years, federal and state taxes were calculated using the federal and state tax rates for the appropriate years.¹¹ The federal rates are based on the Charging Party's filing taxes as Married Filing Jointly.

(c) The amount of taxes owed for 2013, 2014, 2015, and 2016 would have been the amounts set forth in Schedule J. The total of these amounts for federal taxes are \$1,584, and for state taxes are \$673.

(d) The total amount of the lump sum award that is subject to this excess tax award is \$15,840 and is set forth in Schedule J.¹² The lump sum amount is based on the backpay

⁸ 363 NLRB No. 143 (March 11, 2016).

⁹ 361 NLRB No. 10 (August 8, 2014).

¹⁰ All information, including the amounts owed will need to be updated to reflect the actual year of payment.

¹¹ The actual federal tax rates were used, while the state's average tax rate was used for these previous years.

¹² The lump sum amount does not include interest on the amount of backpay owed. Interest should be included in the lump sum amount; however interest continues to accrue until the payment is made. The lump sum amount will need to be adjusted to include interest when the backpay is paid to the Charging Party.

calculations described in this third amended compliance specification.¹³ The amount of taxes owed in 2017, is based on the current federal and state tax rates¹⁴ and on the fact that the Charging Party will be filing his income taxes as Married Filing Jointly. The amount of taxes owed on the lump sum is calculated as \$1,584 for federal taxes, and \$673 for state taxes, as shown in Schedule J.

(e) The adverse tax consequence is the difference between the amount of taxes on the lump sum amount being paid in 2017, \$1,584, for federal taxes, and \$673, for state taxes, and the amount of taxes that would have been charged if these amounts were paid when the backpay was earned in 2013, 2014, 2015, and 2016, \$1,584, for federal taxes and \$673, for state taxes. Thus, the excess tax liability is \$0 for federal taxes and \$0 for state taxes, as shown in Schedule E.

(f) The excess tax liability payment that is to be made to the Charging Party is also taxable income and causes additional tax liabilities. Schedule J also includes a calculation for these supplemental taxes. This amount is called the incremental tax liability. The incremental tax includes all of the taxes that the Charging Party will owe on the excess tax payment. This incremental tax is calculated using the federal tax rate used for calculating taxes for the backpay award and the average state tax rate for 2017. The amount is \$0 and is shown in Schedule J.

(g) The Total Excess Taxes is the total tax consequence for the Charging Party receiving a lump-sum award covering a backpay period longer than 1-year. The total Excess Taxes owed to the Charging Party is \$0 which is determined by adding the Excess Taxes and Incremental Taxes as shown in Exhibit J.

18. Summarizing the facts and calculations specified above, and in the above-noted Schedules, Respondents are liable for the backpay and expenses due the Charging Party as described above and set forth below. The obligation of Respondents to make the Charging Party whole under the Board Order and court judgment will be discharged by payment to the Charging Party of \$49,204, plus interest accrued to the date of payment and excess tax liability as described above in paragraph 17,¹⁵ pursuant to such Order and judgment, minus tax withholdings, as required by Federal and State laws.

Category	Amount
Net Backpay	\$ 10,575
Bonuses	\$ 5,267
401(k) Non-taxable Distribution	\$11,513
Interim Expenses	\$21,354

¹³ Although the backpay period continues to accrue to the present date, there is no excess tax liability for backpay that would have been earned in the year a lump sum award is made.

¹⁴ The actual federal tax rates were used for the current year, while an average state tax rate for the current year was used.

¹⁵ The amount of excess tax liability will need to be updated to reflect the actual date of payment.

Consequential Economic Harm	\$ 495
Excess Taxes	\$ 0
TOTAL	\$49,204

19. In accordance with *AdvoServ of New Jersey, Inc.*, noted above in paragraph 17, Respondents will be required to, within 21 days of the date that the amount of backpay is finally fixed, by agreement or by Board Order, file a report allocating backpay to the appropriate calendar quarters with the Regional Director of Region Seven of the Board.

20. The undersigned reserves the right to amend claims herein which have not been fully calculated.

WHEREFORE, it is prayed that an Order be entered consistent with the above.

ANSWER REQUIREMENT

Respondents are notified that, pursuant to Sections 102.56 of the Board's Rules and Regulations, they must file an answer to the fourth amended compliance specification and notice of hearing. The answer must be **received by this office on or before September 5, 2017, or post marked on or before September 4, 2017.** Unless filed electronically in a pdf format, Respondents should file an original and four copies of the answer with this office.

An answer may also be filed electronically by using the E-Filing system on the Agency's website. In order to file an answer electronically, access the Agency's website at <http://www.nlr.gov>, click on **E-File Documents**, enter the NLRB Case Number, and follow the detailed instructions. The responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that such answer be signed and sworn to by Respondents or by a duly authorized agent with appropriate power of attorney affixed. See Section 102.56(a). If the answer being filed electronically is a pdf document containing the required signature, no paper copies of the answer need to be transmitted to the Regional Office. However, if the electronic version of an answer to the fourth amended compliance specification is not a pdf file containing the required signature, then the E-filing rules require that such answer containing the required signature continue to be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing.

Service of the answer on each of the other parties must still be accomplished in conformance with the requirements of Section 102.114 of the Board's Rules and Regulations. The answer may not be filed by facsimile transmission.

As to all matters set forth in the fourth amended compliance specification that are within the knowledge of Respondents, including but not limited to the various factors entering into the computation of gross backpay, a general denial is not sufficient. See Section 102.56(b) of the Board's Rules and Regulations, a copy of which is attached. Rather, the answer must state the basis for any disagreement with any allegations that are within Respondents' knowledge, and set forth in detail Respondents' position as to the applicable premises and furnish supporting figures.

If no answer is filed or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the unanswered allegations in the fourth amended compliance specification are true. If the answer fails to deny allegation of the fourth amended compliance specification in the manner required under Section 102.56(b) of the Board's Rules and Regulations, and the failure to do so is not adequately explained, the Board may find those unanswered allegations in the fourth amended compliance specification are true and preclude Respondents from introducing any evidence controverting those allegations.

NOTICE OF HEARING

PLEASE TAKE NOTICE THAT on Monday, September 18, 2017, 10:00 a.m. at the Patrick V. McNamara Federal Building, Room 300, 477 Michigan Avenue, Detroit, Michigan 48226, and on consecutive days thereafter until concluded, a hearing will be conducted before an administrative law judge of the National Labor Relations Board. At the hearing, Respondents and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this fourth amended compliance specification. The procedures to be followed at the hearing are described in the attached Form NLRB-4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

Dated at Detroit, Michigan, this 14th day of August 2017.



Terry Morgan, Regional Director
National Labor Relations Board
Region Seven
Patrick V. McNamara Federal Building
477 Michigan Avenue, Room 300
Detroit, MI 48226

Attachments

BOARD'S RULES AND REGULATIONS

SEC. 102.56 *Answer to compliance specification*

(a) *Filing and service of answer; form.* — Each respondent alleged in the specification to have compliance obligations shall, within 21 days from the service of the specification, file an original and four copies of an answer thereto with the Regional Director issuing the specification, and shall immediately serve a copy thereof on the other parties. The answer to the specification shall be in writing, the original being signed and sworn to by the respondent or by a duly authorized agent with appropriate power of attorney affixed, and shall contain the mailing address of the respondent.

(b) *Contents of answer to specification.* — The answer shall specifically admit, deny, or explain each and every allegation of the specification, unless the respondent is without knowledge, in which case the respondent shall so state, such statement operating as a denial. Denials shall fairly meet the substance of the allegations of the specification at issue. When a respondent intends to deny only a part of an allegation, the respondent shall specify so much of it as is true and shall deny only the remainder. As to all matters within the knowledge of the respondent, including but not limited to the various factors entering into the computation of gross backpay, a general denial shall not suffice. As to such matters, if the respondent disputes either the accuracy of the figures in the specification or the premises on which they are based, the answer shall specifically state the basis for such disagreement, setting forth in detail the respondent's position as to the applicable premises and furnishing the appropriate supporting figures.

(c) *Effect of failure to answer or to plead specifically and in detail to backpay allegations of specifications.* — If the respondent fails to file any answer to the specification within the time prescribed by this section, the Board may, either with or without taking evidence in support of the allegations of the specification and without further notice to the respondent, find the specification to be true and enter such order as may be appropriate. If the respondent files an answer to the specification but fails to deny any allegation of the specification in the manner required by paragraph (b) of this section, and the failure so to deny is not adequately explained, such allegation shall be deemed to be admitted to be true, and may be so found by the Board without the taking of evidence supporting such allegation, and the respondent shall be precluded from introducing any evidence controverting the allegation.

(d) *Extension of time for filing answer to specification.* — Upon the Regional Director's own motion or upon proper cause shown by any respondent, the Regional Director issuing the compliance specification and notice of hearing may by written order extend the time within which the answer to the specification shall be filed.

(e) *Amendment to answer.* — Following the amendment of the specification by the Regional Director, any respondent affected by the amendment may amend its answer thereto.

Form NLRB-4668
(6-2014)

Procedures in NLRB Unfair Labor Practice Hearings

The attached complaint has scheduled a hearing that will be conducted by an administrative law judge (ALJ) of the National Labor Relations Board who will be an independent, impartial finder of facts and applicable law. You may be represented at this hearing by an attorney or other representative. If you are not currently represented by an attorney, and wish to have one represent you at the hearing, you should make such arrangements as soon as possible. A more complete description of the hearing process and the ALJ's role may be found at Sections 102.34, 102.35, and 102.45 of the Board's Rules and Regulations. The Board's Rules and regulations are available at the following link: www.nlr.gov/sites/default/files/attachments/basic-page/node-1717/rules_and_regs_part_102.pdf.

The NLRB allows you to file certain documents electronically and you are encouraged to do so because it ensures that your government resources are used efficiently. To e-file go to the NLRB's website at www.nlr.gov, click on "e-file documents," enter the 10-digit case number on the complaint (the first number if there is more than one), and follow the prompts. You will receive a confirmation number and an e-mail notification that the documents were successfully filed.

Although this matter is set for trial, this does not mean that this matter cannot be resolved through a settlement agreement. The NLRB recognizes that adjustments or settlements consistent with the policies of the National Labor Relations Act reduce government expenditures and promote amity in labor relations and encourages the parties to engage in settlement efforts.

I. BEFORE THE HEARING

The rules pertaining to the Board's pre-hearing procedures, including rules concerning filing an answer, requesting a postponement, filing other motions, and obtaining subpoenas to compel the attendance of witnesses and production of documents from other parties, may be found at Sections 102.20 through 102.32 of the Board's Rules and Regulations. In addition, you should be aware of the following:

- **Special Needs:** If you or any of the witnesses you wish to have testify at the hearing have special needs and require auxiliary aids to participate in the hearing, you should notify the Regional Director as soon as possible and request the necessary assistance. Assistance will be provided to persons who have handicaps falling within the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, and 29 C.F.R. 100.603.
- **Pre-hearing Conference:** One or more weeks before the hearing, the ALJ may conduct a telephonic prehearing conference with the parties. During the conference, the ALJ will explore whether the case may be settled, discuss the issues to be litigated and any logistical issues related to the hearing, and attempt to resolve or narrow outstanding issues, such as disputes relating to subpoenaed witnesses and documents. This conference is usually not recorded, but during the hearing the ALJ or the parties sometimes refer to discussions at the pre-hearing conference. You do not have to wait until the prehearing conference to meet with the other parties to discuss settling this case or any other issues.

II. DURING THE HEARING

The rules pertaining to the Board's hearing procedures are found at Sections 102.34 through 102.43 of the Board's Rules and Regulations. Please note in particular the following:

- **Witnesses and Evidence:** At the hearing, you will have the right to call, examine, and cross-examine witnesses and to introduce into the record documents and other evidence.
- **Exhibits:** Each exhibit offered in evidence must be provided in duplicate to the court reporter and a copy of each of each exhibit should be supplied to the ALJ and each party when the exhibit is offered in evidence. If a copy of any exhibit is not available when the original is received, it will be the responsibility of the party offering such exhibit to submit the copy to the ALJ before the close of hearing. If a copy is not

(OVER)

Form NLRB-4668
(6-2014)

submitted, and the filing has not been waived by the ALJ, any ruling receiving the exhibit may be rescinded and the exhibit rejected.

- **Transcripts:** An official court reporter will make the only official transcript of the proceedings, and all citations in briefs and arguments must refer to the official record. The Board will not certify any transcript other than the official transcript for use in any court litigation. Proposed corrections of the transcript should be submitted, either by way of stipulation or motion, to the ALJ for approval. Everything said at the hearing while the hearing is in session will be recorded by the official reporter unless the ALJ specifically directs off-the-record discussion. If any party wishes to make off-the-record statements, a request to go off the record should be directed to the ALJ.
- **Oral Argument:** You are entitled, on request, to a reasonable period of time at the close of the hearing for oral argument, which shall be included in the transcript of the hearing. Alternatively, the ALJ may ask for oral argument if, at the close of the hearing, if it is believed that such argument would be beneficial to the understanding of the contentions of the parties and the factual issues involved.
- **Date for Filing Post-Hearing Brief:** Before the hearing closes, you may request to file a written brief or proposed findings and conclusions, or both, with the ALJ. The ALJ has the discretion to grant this request and to will set a deadline for filing, up to 35 days.

III. AFTER THE HEARING

The Rules pertaining to filing post-hearing briefs and the procedures after the ALJ issues a decision are found at Sections 102.42 through 102.48 of the Board's Rules and Regulations. Please note in particular the following:

- **Extension of Time for Filing Brief with the ALJ:** If you need an extension of time to file a post-hearing brief, you must follow Section 102.42 of the Board's Rules and Regulations, which requires you to file a request with the appropriate chief or associate chief administrative law judge, depending on where the trial occurred. You must immediately serve a copy of any request for an extension of time on all other parties and furnish proof of that service with your request. You are encouraged to seek the agreement of the other parties and state their positions in your request.
- **ALJ's Decision:** In due course, the ALJ will prepare and file with the Board a decision in this matter. Upon receipt of this decision, the Board will enter an order transferring the case to the Board and specifying when exceptions are due to the ALJ's decision. The Board will serve copies of that order and the ALJ's decision on all parties.
- **Exceptions to the ALJ's Decision:** The procedure to be followed with respect to appealing all or any part of the ALJ's decision (by filing exceptions with the Board), submitting briefs, requests for oral argument before the Board, and related matters is set forth in the Board's Rules and Regulations, particularly in Section 102.46 and following sections. A summary of the more pertinent of these provisions will be provided to the parties with the order transferring the matter to the Board.

NLRB Backpay Calculation

1

Case Name: Lou's Transport

Case Number: 07-CA-102517

Claimant: Gary Forsyth

Backpay period:

3/27/13-8/22/16

Schedule A

Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	BONUSES	Net Backpay & Expenses
2013	1	1/5				-					
2013	1	1/12				-					
2013	1	1/19				-					
2013	1	1/26				-					
2013	1	2/2				-					
2013	1	2/9				-					
2013	1	2/16				-					
2013	1	2/23				-					
2013	1	3/2				-					
2013	1	3/9				-					
2013	1	3/16				-					
2013	1	3/23				-					
2013	1	3/30	26.4	14.36	14.01	672					
2013	1	Total				672		672	-	-	672
2013	2	4/6	40	14	14.01	855					
2013	2	4/13	40	13.25	14.01	839					
2013	2	4/20	40	9	14.01	750					
2013	2	4/27	40	9.5	14.01	760					
2013	2	5/4	40	31	14.01	1,212					
2013	2	5/11	40	31.75	14.01	1,228					
2013	2	5/18	40	25.5	14.01	1,096					
2013	2	5/25	40	25.5	14.01	1,096					
2013	2	6/1	40	17	14.01	918					
2013	2	6/8	40	17.25	14.01	923					
2013	2	6/15	40	29.5	14.49	1,221					
2013	2	6/22	40	29.5	14.49	1,221					
2013	2	6/29	40	25.75	14.49	1,139					
2013	2	Total				13,256	-	13,256	-	-	13,256
2013	3	7/6	48	25.75	14.49	1,255					
2013	3	7/13	40	28	14.49	1,188					
2013	3	7/20	40	28.75	14.49	1,204					
2013	3	7/27	40	25	14.49	1,123					
2013	3	8/3	48	25	14.49	1,239					
2013	3	8/10	40	30	14.49	1,232					
2013	3	8/17	40	30.25	14.49	1,237					
2013	3	8/24	40	28	14.49	1,188					
2013	3	8/31	40	28.25	14.49	1,194					
2013	3	9/7	40	26	14.49	1,145					
2013	3	9/14	48	26.75	14.49	1,277					
2013	3	9/21	40	36.5	14.49	1,373					
2013	3	9/28	40	36.5	14.49	1,373					

NLRB Backpay Calculation

2

Case Name: Lou's Transport

Case Number: 07-CA-102517

Claimant: Gary Forsyth

Backpay period:

3/27/13-8/22/16

Schedule A

Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	BONUSES	Net Backpay & Expenses
2013	3	Total				16,028		16,028		-	16,028
2013	4	10/5	40	27.5	14.49	1,177					
2013	4	10/12	40	27.5	14.49	1,177					
2013	4	10/19	40	37.75	14.49	1,400					
2013	4	10/26	48	37.75	14.49	1,516					
2013	4	11/2	39	14	14.49	869					
2013	4	11/9	39.75	14.25	14.49	886					
2013	4	11/16	40	24	14.49	1,101					
2013	4	11/23	40	24.75	14.49	1,118					
2013	4	11/30	45	4	14.49	739					
2013	4	12/7	37.75		14.49	547					
2013	4	12/14	40	2	14.49	623					
2013	4	12/21	40	2.25	14.49	629					
2013	4	12/28	40		14.49	580					
2013	4	Total				12,362		12,362		-	12,362
2014	1	1/4	40		14.49	580					
2014	1	1/11	29.25		14.49	424					
2014	1	1/18	40	15.75	14.49	922					
2014	1	1/25	20		14.49	290					
2014	1	2/1	21.25		14.49	308					
2014	1	2/8	40	9	14.49	775					
2014	1	2/15	40	9.75	14.49	792					
2014	1	2/22	35		14.49	507					
2014	1	3/1	40	13.25	14.49	868					
2014	1	3/8	32		14.49	464					
2014	1	3/15	40	1.75	14.49	618					
2014	1	3/22	40	6	16.25	796					
2014	1	3/29	8		16.25	130					
2014	1	Total				7,472	-	7,472		-	7,472
2014	2	4/5	40	22	16.25	1,186					
2014	2	4/12	40	22.25	16.25	1,192					
2014	2	4/19	40	18	16.25	1,089					
2014	2	4/26	40	17.75	16.25	1,083					
2014	2	5/3	40	29	16.25	1,357					
2014	2	5/10	40	28.25	16.25	1,339					
2014	2	5/17	40	27	16.25	1,308					
2014	2	5/24	40	27.75	16.25	1,326					
2014	2	5/31	40	26	16.75	1,323					
2014	2	6/7	48	26.5	16.75	1,470					
2014	2	6/14	40	31.5	16.75	1,461					

NLRB Backpay Calculation

3

Case Name: Lou's Transport

Case Number: 07-CA-102517

Claimant: Gary Forsyth

Backpay period:

3/27/13-8/22/16

Schedule A

Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	BONUSES	Net Backpay & Expenses
2014	2	6/21	40	40	16.75	1,675					
2014	2	6/28	40	15	16.75	1,047					
2014	2	Total				16,856	-	16,856		-	16,856
2014	3	7/5	40	15.5	16.75	1,059					
2014	3	7/12	40	33	16.75	1,499					
2014	3	7/19	40	33.25	16.75	1,505					
2014	3	7/26	40	34	16.75	1,524					
2014	3	8/2	40	40	16.75	1,675					
2014	3	8/9	48	28.25	16.75	1,514					
2014	3	8/16	40	28	16.75	1,374					
2014	3	8/23	40	26	16.75	1,323					
2014	3	8/30	40	26.25	16.75	1,330					
2014	3	9/6	48	22	16.75	1,357					
2014	3	9/13	40	21.75	16.75	1,216					
2014	3	9/20	40	27.5	16.75	1,361					
2014	3	9/27	40	28	16.75	1,374					
2014	3	Total				18,111	14,627	3,484		-	3,484
2014	4	10/4	40	20	16.75	1,173					
2014	4	10/11	40	20.5	16.75	1,185					
2014	4	10/18	40	32.75	16.75	1,493					
2014	4	10/25	40	33	16.75	1,499					
2014	4	11/1	40	22	16.75	1,223					
2014	4	11/8	40	22.75	16.75	1,242					
2014	4	11/15	40	21	16.75	1,198					
2014	4	11/22	40	21.75	16.75	1,216					
2014	4	11/29	40	2	16.75	720					
2014	4	12/6	48	2.25	16.75	861				2,900	
2014	4	12/13	40	10.5	16.75	934					
2014	4	12/20	40	10.5	16.75	934					
2014	4	12/27	29.75		16.75	498					
2014	4	Total				14,175	-	14,175		2,900	17,075
2015	1	1/3	30		16.75	503					
2015	1	1/10	40	11	16.75	946					
2015	1	1/17	40	11.75	16.75	965					
2015	1	1/24	40	17	16.75	1,097					
2015	1	1/31	40	17	16.75	1,097					
2015	1	2/7	40	17	16.75	1,097					
2015	1	2/14	40	17.5	16.75	1,110					
2015	1	2/21	40	16.5	16.75	1,085					
2015	1	2/28	40	16.5	16.75	1,085					

NLRB Backpay Calculation

4

Case Name: Lou's Transport

Case Number: 07-CA-102517

Claimant: Gary Forsyth

Backpay period:

3/27/13-8/22/16

Schedule A

Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	BONUSES	Net Backpay & Expenses
2015	1	3/7	40	18.5	16.75	1,135					
2015	1	3/14	40	19	16.75	1,147					
2015	1	3/21				-					
2015	1	3/28				-					
2015	1	Total				11,266	-	11,266		-	11,266
2015	3	7/4	48	11	17.25	1,113					
2015	3	7/11	40	23	17.25	1,285					
2015	3	7/18	40	22.75	17.25	1,279					
2015	3	7/25	40	24	17.25	1,311					
2015	3	8/1	40	23.75	17.25	1,305					
2015	3	8/8	40	23	17.25	1,285					
2015	3	8/15	40	24	17.25	1,311					
2015	3	8/22	40	21.5	17.25	1,246					
2015	3	8/29	40	21.5	17.25	1,246					
2015	3	9/5	48	17	17.25	1,268					
2015	3	9/12	40	16.75	17.25	1,123					
2015	3	9/19	40	28	17.25	1,415					
2015	3	9/26	40	28.25	17.25	1,421					
2015	3	Total				16,607	-	16,607		-	16,607
2015	4	10/3	48	12	17.25	1,139					
2015	4	10/10	40	12	17.25	1,001					
2015	4	10/17	40	19.25	17.25	1,188					
2015	4	10/24	40	20	17.25	1,208					
2015	4	10/31	40	13	17.25	1,026					
2015	4	11/7	40	14.75	17.25	1,072					
2015	4	11/14	40	17.5	17.25	1,143					
2015	4	11/21	40	17.5	17.25	1,143					
2015	4	11/28	40.75	8.75	17.25	929					
2015	4	12/5	40	9	17.25	923					
2015	4	12/12	40	15.5	17.25	1,091					
2015	4	12/19	40	16	17.25	1,104					
2015	4	12/26	31		17.25	535					
2015	4	Total				13,500	-	13,500		-	13,500
2016	1	1/2	31.5		17.25	543					
2016	1	1/9	20.5		17.25	354					
2016	1	1/16	21		17.25	362					
2016	1	1/23	16.25		17.25	280					
2016	1	1/30	40	7	17.25	871					
2016	1	2/6	38		17.25	656					
2016	1	2/13	38.5		17.25	664					

NLRB Backpay Calculation

5

Case Name: Lou's Transport

Case Number: 07-CA-102517

Claimant: Gary Forsyth

Backpay period:

3/27/13-8/22/16

Schedule A

Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	BONUSES	Net Backpay & Expenses
2016	1	2/20	9.75		17.25	168					
2016	1	2/27	40	11.5	17.25	988					
2016	1	3/5	20.75		17.25	358					
2016	1	3/12	40	14.25	17.25	1,059					
2016	1	3/19	40	7	17.25	871					
2016	1	3/26	40	6.5	17.25	858					
2016	1	Total				8,032	-	8,032		-	8,032
2016	2	4/2	39.25		17.25	677					
2016	2	4/9	40	11	17.25	975					
2016	2	4/16	40	16.25	19.25	1,239					
2016	2	4/23	40	17	19.25	1,261					
2016	2	4/30	48	20	19.25	1,502					
2016	2	5/7	48	20.25	19.25	1,509					
2016	2	5/14	40	41.75	19.25	1,976					
2016	2	5/21	40	42	19.25	1,983				1,100	
2016	2	5/28	40	14.5	19.25	1,189					
2016	2	6/4	48	14.5	19.25	1,343					
2016	2	6/11	40	21.25	19.25	1,384					
2016	2	6/18	40	21.25	19.25	1,384					
2016	2	6/25	40	21.75	19.25	1,398					
2016	2	Total				17,817	-	17,817		1,100	18,917
2016	3	7/2	40	22	19.25	1,405					
2016	3	7/9	40	19	19.25	1,319					
2016	3	7/16	48	18	19.25	1,444					
2016	3	7/23	40	19	19.25	1,319					
2016	3	7/30	40	19.25	19.25	1,326					
2016	3	8/6	40	22	19.25	1,405					
2016	3	8/13	40	22	19.25	1,405					
2016	3	8/20	40	23.75	19.25	1,456					
2016	3	8/27				-					
2016	3	9/3				-					
2016	3	9/10				-					
2016	3	9/17				-					
2016	3	9/24				-					
2016	3	Total				11,078	-	11,078	-	-	11,078

Totals	162,606	-	4,000	166,606
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Net Backpay (Withholdings)	162,606
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NLRB Backpay Calculation

6

Case Name: Lou's Transport

Case Number: 07-CA-102517

Claimant: Gary Forsyth

Backpay period:

3/27/13-8/22/16

Schedule A

Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	BONUSES	Net Backpay & Expenses
										BONUSES	4,000

NLRB Backpay Calculation

1

Case Name: Lou's Transport

Case Number: 07-CA-102517

Claimant: Ronnie Smith

Backpay period:

3/27/2013-8/22/2016

Schedule B

Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	BONUSES	Net Backpay & Expenses
2013	1	1/5				-					
2013	1	1/12				-					
2013	1	1/19				-					
2013	1	1/26				-					
2013	1	2/2				-					
2013	1	2/9				-					
2013	1	2/16				-					
2013	1	2/23				-					
2013	1	3/2				-					
2013	1	3/9				-					
2013	1	3/16				-					
2013	1	3/23				-					
2013	1	3/30	26.4	6.435	14.01	505					
2013	1	Total				505		505	-	-	505
2013	2	4/6	33	7	14.01	609					
2013	2	4/13	33	7.75	14.01	625					
2013	2	4/20	40	20.75	14.49	1,031					
2013	2	4/27	40	21	14.49	1,036					
2013	2	5/4	40	25.75	14.49	1,139					
2013	2	5/11	40	26	14.49	1,145					
2013	2	5/18	40	25	14.49	1,123					
2013	2	5/25	40	25.75	14.49	1,139					
2013	2	6/1	37	21.5	14.49	1,003					
2013	2	6/8	36.75	21.5	14.49	1,000					
2013	2	6/15	44	26.5	14.49	1,214					
2013	2	6/22	44	26.75	14.49	1,219					
2013	2	6/29	40	25	14.49	1,123					
2013	2	Total				13,406	-	13,406	-	-	13,406
2013	3	7/6	48	25	14.49	1,239					
2013	3	7/13	40	34.25	14.49	1,324					
2013	3	7/20	40	34.25	14.49	1,324					
2013	3	7/27	40	22	14.49	1,058					
2013	3	8/3	40	22	14.49	1,058					
2013	3	8/10	40	29	14.49	1,210					
2013	3	8/17	40	29	14.49	1,210					
2013	3	8/24	40	23.25	14.49	1,085					
2013	3	8/31	40	23.25	14.49	1,085					
2013	3	9/7	40	26.25	14.49	1,150					
2013	3	9/14	40	26.5	14.49	1,156					
2013	3	9/21	40	33	14.49	1,297					
2013	3	9/28	40	33	14.49	1,297					

NLRB Backpay Calculation

2

Case Name: Lou's Transport

Case Number: 07-CA-102517

Claimant: Ronnie Smith

Backpay period:

3/27/2013-8/22/2016

Schedule B

Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	BONUSES	Net Backpay & Expenses
2013	3	Total				15,492	14,557	935		-	935
2013	4	10/5	40	33	14.49	1,297					
2013	4	10/12	40	33.25	14.49	1,302					
2013	4	10/19	40	29.5	14.49	1,221					
2013	4	10/26	40	30	14.49	1,232					
2013	4	11/2	40	24.25	14.49	1,107					
2013	4	11/9	40	24.25	14.49	1,107					
2013	4	11/16	40	16.5	14.49	938					
2013	4	11/23	40	16.5	14.49	938					
2013	4	11/30	48	15.5	14.49	1,032					
2013	4	12/7	40	15.5	14.49	916					
2013	4	12/14	40	9.25	14.49	781				1,234	
2013	4	12/21	40	9.25	14.49	781					
2013	4	12/28	48	10	14.49	913	\$ -				
2013	4	Total				13,564	13,568	-		1,234	1,234
2014	1	1/4	48	10	14.49	913					
2014	1	1/11	38		14.49	551					
2014	1	1/18	40	12.75	14.49	857					
2014	1	1/25	27.75		14.49	402					
2014	1	2/1	28		14.49	406					
2014	1	2/8	40	8.25	14.49	759					
2014	1	2/15	40	8.25	14.49	759					
2014	1	2/22	40	9.5	14.49	786					
2014	1	3/1	40	9.5	14.49	786					
2014	1	3/8	36.5	5.5	14.49	648					
2014	1	3/15	36.5	5.25	14.49	643					
2014	1	3/22	30.25		16.25	492					
2014	1	3/29	30.25		16.25	492					
2014	1	Total				8,493	-	8,493		-	8,493
2014	2	4/5	40	9.25	16.25	875					
2014	2	4/12	40	9.25	16.25	875					
2014	2	4/19	40	16.25	16.75	1,078					
2014	2	4/26	40	16.5	16.75	1,085					
2014	2	5/3	40	31.5	16.75	1,461					
2014	2	5/10	40	31.75	16.75	1,468					
2014	2	5/17	40	32	16.75	1,474					
2014	2	5/24	40	27	16.25	1,334					
2014	2	5/31	44	23	16.75	1,305					
2014	2	6/7	44	23	16.75	1,305					
2014	2	6/14	40	32.75	16.75	1,493					

NLRB Backpay Calculation

3

Case Name: Lou's Transport

Case Number: 07-CA-102517

Claimant: Ronnie Smith

Backpay period:

3/27/2013-8/22/2016

Schedule B

Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	BONUSES	Net Backpay & Expenses
2014	2	6/21	40	33	16.75	1,499					
2014	2	6/28	40	10.75	18.25	1,024					
2014	2	Total				16,277	-	16,277		-	16,277
2014	3	7/5	48	29.75	16.75	1,551					
2014	3	7/12	40	32.5	16.93	1,503					
2014	3	7/19	40	32.5	16.93	1,503					
2014	3	7/26	40	34	17.42	1,585					
2014	3	8/2	40	34	17.42	1,585					
2014	3	8/9	40	29.25	16.75	1,405					
2014	3	8/16	40	29.25	16.75	1,405					
2014	3	8/23	40	25	17.39	1,347					
2014	3	8/30	40	25	17.39	1,347					
2014	3	9/6	48	17.5	16.75	1,244					
2014	3	9/13	40	17.75	16.75	1,116					
2014	3	9/20	40	31.25	17.32	1,505					
2014	3	9/27	40	31.25	17.32	1,505					
2014	3	Total				18,600	14,627	3,973		-	3,973
2014	4	10/4	40	27.75	18.13	1,480					
2014	4	10/11	40	27.75	18.13	1,480					
2014	4	10/18	40	30	17.60	1,496					
2014	4	10/25	40	30.25	18	1,503					
2014	4	11/1	40	27.75	16.88	1,378					
2014	4	11/8	40	27.75	16.88	1,378					
2014	4	11/15	40	23	16.75	1,248					
2014	4	11/22	40	23.25	16.75	1,254					
2014	4	11/29	38	11.5	16.75	925					
2014	4	12/6	30.25	11.25	16.75	789					
2014	4	12/13	40	10	16.75	921				2,500	
2014	4	12/20	40	10.25	16.75	928					
2014	4	12/27	37		16.75	620					
2014	4	Total				15,399	-	15,399		2,500	17,899
2015	1	1/3	37		16.75	620					
2015	1	1/10	38.5		17.52	675					
2015	1	1/17	38.5		17.52	675					
2015	1	1/24	40	9	18.75	1,003					
2015	1	1/31	40	9	18.75	1,003					
2015	1	2/7	40	2.25	18.25	792					
2015	1	2/14	40	2.25	18.25	792					
2015	1	2/21	40	6	16.75	821					
2015	1	2/28	40	6	16.75	821					

NLRB Backpay Calculation

4

Case Name: Lou's Transport

Case Number: 07-CA-102517

Claimant: Ronnie Smith

Backpay period:

3/27/2013-8/22/2016

Schedule B

Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	BONUSES	Net Backpay & Expenses
2015	1	3/7	40	6.75	18.62	933					
2015	1	3/14	40	7	18.62	940					
2015	1	3/21	44.75		17.63	789					
2015	1	3/28	44.75		17.63	789					
2015	1	Total				10,651	-	10,651		-	10,651
2015	2	4/4	36.5	0.5	17.61	656					
2015	2	4/11	36.25	0.75	17.61	658					
2015	2	4/18	40	5.5	16.93	817					
2015	2	4/25	40	5.75	16.93	823					
2015	2	5/2	40	24.25	17.25	1,317					
2015	2	5/9	40	24.25	17.25	1,317					
2015	2	5/16	40	31	17.25	1,492					
2015	2	5/23	40	31	17.25	1,492					
2015	2	5/30	44	22.5	17.25	1,341					
2015	2	6/6	44	22.5	17.25	1,341					
2015	2	6/13	40	27.75	17.25	1,408					
2015	2	6/20	40	27.75	17.25	1,408					
2015	2	6/27	40	18.75	17.25	1,175					
2015	2	Total				15,247	-	15,247		-	15,247
2015	3	7/4	48	19	17.25	1,320					
2015	3	7/11	40	16.5	17.25	1,117					
2015	3	7/18	40	16.5	17.25	1,117					
2015	3	7/25	40	35.25	17.25	1,602					
2015	3	8/1	40	35.25	17.25	1,602					
2015	3	8/8	40	28.5	17.25	1,427					
2015	3	8/15	40	28.75	17.25	1,434					
2015	3	8/22	40	30.25	17.25	1,473					
2015	3	8/29	40	30.25	17.25	1,473					
2015	3	9/5	40	20.5	17.25	1,220					
2015	3	9/12	48	20.5	17.25	1,358					
2015	3	9/19	40	33.75	17.25	1,563					
2015	3	9/26	40	33.75	17.25	1,563					
2015	3	Total				18,270	-	18,270		-	18,270
2015	4	10/3	40	27	17.25	1,389					
2015	4	10/10	0		17.25	-					
2015	4	10/17	40	24.75	17.25	1,330					
2015	4	10/24	40	25.75	17.25	1,356					
2015	4	10/31	40	24	17.25	1,311					
2015	4	11/7	40	23.75	17.25	1,305					
2015	4	11/14	40	18.25	17.25	1,162					

NLRB Backpay Calculation

5

Case Name: Lou's Transport

Case Number: 07-CA-102517

Claimant: Ronnie Smith

Backpay period:

3/27/2013-8/22/2016

Schedule B

Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	BONUSES	Net Backpay & Expenses
2015	4	11/21	40	18.25	17.25	1,162					
2015	4	11/28	40.5	7.5	17.25	893					
2015	4	12/5	40	7.75	17.25	891					
2015	4	12/12	18.5		17.25	319				2,000	
2015	4	12/19	18.75		17.25	323					
2015	4	12/26				-					
2015	4	Total				11,441	-	11,441		2,000	13,441
2016	1	1/2				-					
2016	1	1/9				-					
2016	1	1/16				-					
2016	1	1/23				-					
2016	1	1/30				-					
2016	1	2/6	6.25		17.25	108					
2016	1	2/13	6.25		17.25	108					
2016	1	2/20	19.5		17.25	336					
2016	1	2/27	19.5		17.25	336					
2016	1	3/5	39.5	6	17.25	837					
2016	1	3/12	40	6	17.25	845					
2016	1	3/19	47.25	6	17.25	970					
2016	1	3/26	48	6	17.25	983					
2016	1	Total				4,524	-	4,524		-	4,524
2016	2	4/2	40		17.25	690					
2016	2	4/9	40		17.25	690					
2016	2	4/16	40	22	19.25	1,405					
2016	2	4/23	40	22	19.25	1,405					
2016	2	4/30	40	22	19.25	1,405					
2016	2	5/7	40	21.75	19.25	1,398					
2016	2	5/14	40	25	19.25	1,492					
2016	2	5/21	40	26.5	19.25	1,535					
2016	2	5/28	40	19.5	19.25	1,333				800	
2016	2	6/4	48	20	19.25	1,502					
2016	2	6/11	40	29.5	19.25	1,622					
2016	2	6/18	40	29.5	19.25	1,622					
2016	2	6/25	40	27.5	19.25	1,564					
2016	2	Total				17,663	-	17,663		800	18,463
2016	3	7/2	40	27.75	19.25	1,571					
2016	3	7/9	48	26	19.25	1,675					
2016	3	7/16	50	26.25	19.25	1,720					
2016	3	7/23	40	32	19.25	1,694					
2016	3	7/30	40	32	19.25	1,694					

NLRB Backpay Calculation

6

Case Name: Lou's Transport

Case Number: 07-CA-102517

Claimant: Ronnie Smith

Backpay period:

3/27/2013-8/22/2016

Schedule B

Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	BONUSES	Net Backpay & Expenses
2016	3	8/6	40	24.75	19.25	1,485					
2016	3	8/13	40	24.75	19.25	1,485					
2016	3	8/20	40	24	19.25	1,463					
2016	3	8/27				-					
2016	3	9/3				-					
2016	3	9/10				-					
2016	3	9/17				-					
2016	3	9/24				-					
2016	3	Total				12,787	-	12,787	-	-	12,787

Totals	149,571	-	6,534	156,106
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Net Backpay (Withholdings)	149,571
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Bonuses	6,534
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NLRB Backpay Calculation

1

Case Name:	Lou's Transport	Schedule C
Case Number:	07-CA-102517	Backpay period:
Claimant:	Michael Hershey	3/27/13-8/22/16

Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Bonuses
2013	1	1/5				-	
2013	1	1/12				-	
2013	1	1/19				-	
2013	1	1/26				-	
2013	1	2/2				-	
2013	1	2/9				-	
2013	1	2/16				-	
2013	1	2/23				-	
2013	1	3/2				-	
2013	1	3/9				-	
2013	1	3/16				-	
2013	1	3/23				-	
2013	1	3/30	26.4	10.4	13.30	559	
2013	1	Total				559	
2013	2	4/6	36.5	10.5	13.30	695	
2013	2	4/13	36.5	10.5	13.30	695	
2013	2	4/20	40	14.88	13.30	829	
2013	2	4/27	40	15.25	13.30	836	
2013	2	5/4	40	28.38	13.30	1,098	
2013	2	5/11	40	28.88	13.30	1,108	

NLRB Backpay Calculation

2

Case Name: Lou's Transport

Case Number: 07-CA-102517

Schedule C

Backpay period:

Claimant: Michael Hershey

3/27/13-8/22/16

2013	2	5/18	40	25.25	13.30	1,036
2013	2	5/25	40	25.63	13.30	1,043
2013	2	6/1	38.5	19.25	13.30	896
2013	2	6/8	38.38	19.38	13.30	897
2013	2	6/15	42	28	13.30	1,117
2013	2	6/22	42	28.13	13.30	1,120
2013	2	6/29	40	25.38	13.30	1,038
2013	2	Total				12,408
2013	3	7/6	48	25.38	13.30	1,145
2013	3	7/13	40	31.13	14.01	1,214
2013	3	7/20	40	31.5	14.01	1,222
2013	3	7/27	40	23.5	14.01	1,054
2013	3	8/3	44	23.5	14.01	1,110
2013	3	8/10	40	29.5	14.01	1,180
2013	3	8/17	40	29.63	14.01	1,183
2013	3	8/24	40	25.63	14.01	1,099
2013	3	8/31	40	25.75	14.01	1,102
2013	3	9/7	40	26.13	14.01	1,109
2013	3	9/14	44	26.63	14.01	1,176
2013	3	9/21	40	34.75	14.01	1,291
2013	3	9/28	40	34.75	14.01	1,291
2013	3	Total				15,177
2013	4	10/5	40	30.25	14.01	1,196
2013	4	10/12	40	30.38	14.01	1,199
2013	4	10/19	40	33.63	14.01	1,267
2013	4	10/26	44	33.88	14.01	1,328
2013	4	11/2	39.5	19.13	14.01	955
2013	4	11/9	39.88	19.25	14.01	963
2013	4	11/16	40	20.25	14.01	986
2013	4	11/23	40	20.63	14.01	994

NLRB Backpay Calculation

4

Case Name: Lou's Transport
Case Number: 07-CA-102517
Claimant: Michael Hershey

Schedule C
Backpay period:
3/27/13-8/22/16

2014	2	6/14	40	32.13	15.75	1,389	
2014	2	6/21	40	36.5	15.75	1,492	
2014	2	6/28	40	12.88	18.11	1,074	
2014	2	Total				15,894	-

2014	3	7/5	44	22.63	15.75	1,228	
2014	3	7/12	40	32.75	16.48	1,469	
2014	3	7/19	40	32.88	16.48	1,472	
2014	3	7/26	40	34	16.97	1,544	
2014	3	8/2	40	37	16.97	1,621	
2014	3	8/9	44	28.75	16.25	1,416	
2014	3	8/16	40	28.63	16.25	1,348	
2014	3	8/23	40	25.5	17.08	1,337	
2014	3	8/30	40	25.63	17.08	1,340	
2014	3	9/6	48	19.75	16.25	1,261	
2014	3	9/13	40	19.75	16.25	1,131	
2014	3	9/20	40	29.38	17.05	1,433	
2014	3	9/27	40	29.63	17.05	1,440	
2014	3	Total				18,039	-

2014	4	10/4	40	23.88	18.15	1,376	
2014	4	10/11	40	24.13	18.15	1,383	
2014	4	10/18	40	31.38	17.29	1,505	
2014	4	10/25	40	31.63	17.29	1,512	
2014	4	11/1	40	24.88	16.41	1,269	
2014	4	11/8	40	25.25	16.41	1,278	
2014	4	11/15	40	22	16.25	1,186	
2014	4	11/22	40	22.5	16.25	1,198	
2014	4	11/29	39	6.75	16.25	798	
2014	4	12/6	39.13	6.75	16.25	800	1,450
2014	4	12/13	40	10.25	16.25	900	1,250
2014	4	12/20	40	10.38	16.25	903	

NLRB Backpay Calculation

Case Name: Lou's Transport
Case Number: 07-CA-102517

Schedule C

Backpay period:

Claimant: Michael Hershey

3/27/13-8/22/16

2014	2	6/14	40	32.13	15.75	1,389	
2014	2	6/21	40	36.5	15.75	1,492	
2014	2	6/28	40	12.88	18.11	1,074	
2014	2	Total				15,894	-
2014	3	7/5	44	22.63	15.75	1,228	
2014	3	7/12	40	32.75	16.48	1,469	
2014	3	7/19	40	32.88	18.48	1,472	
2014	3	7/26	40	34	16.97	1,544	
2014	3	8/2	40	37	16.97	1,621	
2014	3	8/9	44	28.75	16.25	1,416	
2014	3	8/16	40	28.63	16.25	1,348	
2014	3	8/23	40	25.5	17.08	1,337	
2014	3	8/30	40	25.63	17.08	1,340	
2014	3	9/6	48	19.75	16.25	1,261	
2014	3	9/13	40	19.75	16.25	1,131	
2014	3	9/20	40	29.38	17.05	1,433	
2014	3	9/27	40	29.63	17.05	1,440	
2014	3	Total				18,039	-
2014	4	10/4	40	23.88	18.15	1,376	
2014	4	10/11	40	24.13	18.15	1,383	
2014	4	10/18	40	31.38	17.29	1,505	
2014	4	10/25	40	31.63	17.29	1,512	
2014	4	11/1	40	24.88	16.41	1,269	
2014	4	11/8	40	25.25	16.41	1,278	
2014	4	11/15	40	22	16.25	1,186	
2014	4	11/22	40	22.5	16.25	1,198	
2014	4	11/29	39	6.75	16.25	798	
2014	4	12/6	39.13	6.75	16.25	800	1,450
2014	4	12/13	40	10.25	16.25	900	1,250
2014	4	12/20	40	10.38	16.25	903	

NLRB Backpay Calculation

5

Case Name: Lou's Transport

Schedule C

Case Number: 07-CA-102517

Backpay period:

Claimant: Michael Hershey

3/27/13-8/22/16

2014	4	12/27	33.38	0	16.25	542	
2014	4	Total				14,651	2,700
2015	1	1/3	33.5	0	16.25	544	
2015	1	1/10	39.25	5.5	17.01	808	
2015	1	1/17	39.25	5.875	17.01	818	
2015	1	1/24	40	13	16.25	967	
2015	1	1/31	40	13	16.25	967	
2015	1	2/7	40	9.625	17.36	945	
2015	1	2/14	40	9.875	17.36	952	
2015	1	2/21	40	11.25	16.25	924	
2015	1	2/28	40	11.25	16.25	924	
2015	1	3/7	40	12.63	18.25	1,076	
2015	1	3/14	40	13	18.25	1,086	
2015	1	3/21	44.75	0	16.25	727	
2015	1	3/28	44.75	0	16.25	727	
2015	1	Total				11,465	-
2015	2	4/4	36.5	0.5	17.29	644	
2015	2	4/11	36.25	0.75	17.29	646	
2015	2	4/18	40	5.5	16.54	798	
2015	2	4/25	40	5.75	16.54	804	
2015	2	5/2	40	24.25	16.25	1,241	
2015	2	5/9	40	24.25	16.25	1,241	
2015	2	5/16	40	31	16.25	1,406	
2015	2	5/23	40	31	16.25	1,406	
2015	2	5/30	44	22.5	16.25	1,263	
2015	2	6/6	44	22.5	16.25	1,263	
2015	2	6/13	40	27.75	16.25	1,326	
2015	2	6/20	40	27.75	16.25	1,326	
2015	2	6/27	40	18.75	16.25	1,107	
2015	2	Total				14,473	-

NLRB Backpay Calculation

Case Name: Lou's Transport

Schedule C

Case Number: 07-CA-102517

Backpay period:

Claimant: Michael Hershey

3/27/13-8/22/16

2015	3	7/4	44	15	16.25	1,081	
2015	3	7/11	40	19.75	16.75	1,186	
2015	3	7/18	40	19.63	16.75	1,163	
2015	3	7/25	40	29.63	16.75	1,414	
2015	3	8/1	40	29.5	16.75	1,411	
2015	3	8/8	40	25.75	16.75	1,317	
2015	3	8/15	40	26.38	16.75	1,333	
2015	3	8/22	40	25.88	16.75	1,320	
2015	3	8/29	40	25.88	16.75	1,320	
2015	3	9/5	44	18.75	16.75	1,208	
2015	3	9/12	44	18.63	16.75	1,205	
2015	3	9/19	40	30.88	16.75	1,446	
2015	3	9/26	40	31	16.75	1,449	
2015	3	Total				16,833	
2015	4	10/3	44	19.5	16.75	1,227	
2015	4	10/10	40	12	16.75	972	
2015	4	10/17	40	22	16.75	1,223	
2015	4	10/24	40	22.88	16.75	1,245	
2015	4	10/31	40	18.5	16.75	1,135	
2015	4	11/7	40	19.25	16.75	1,154	
2015	4	11/14	40	17.88	16.75	1,119	
2015	4	11/21	40	17.88	16.75	1,119	
2015	4	11/28	40.63	8.125	16.75	885	
2015	4	12/5	40	8.375	16.75	880	
2015	4	12/12	40	15.5	16.75	1,059	1,000
2015	4	12/19	40	16	16.75	1,072	
2015	4	12/26	31	0	16.75	519	
2015	4	Total				13,608	1,000
2016	1	1/2	31.5	0	16.75	528	

NLRB Backpay Calculation

7

Case Name: Lou's Transport
Case Number: 07-CA-102517

Schedule C
Backpay period:

Claimant: Michael Hershey

3/27/13-8/22/16

2016	1	1/9	20.5	0	16.75	343	
2016	1	1/16	21	0	16.75	352	
2016	1	1/23	16.25	0	16.75	272	
2016	1	1/30	40	7	16.75	846	
2016	1	2/6	38	0	16.75	637	
2016	1	2/13	38.5	0	16.75	645	
2016	1	2/20	19.5	0	16.75	327	
2016	1	2/27	40	5.75	16.75	814	
2016	1	3/5	39.5	6	16.75	812	
2016	1	3/12	40	10.13	16.75	924	
2016	1	3/19	43.63	6.5	16.75	894	
2016	1	3/26	44	6.25	16.75	894	
2016	1	Total				8,288	
2016	2	4/2	39.63	0	16.75	664	
2016	2	4/9	40	5.5	16.75	808	
2016	2	4/16	40	19.13	16.75	1,151	
2016	2	4/23	40	19.5	16.75	1,160	
2016	2	4/30	44	21	16.75	1,265	
2016	2	5/7	44	21	16.75	1,265	
2016	2	5/14	40	33.38	16.75	1,509	
2016	2	5/21	40	34.25	16.75	1,531	550
2016	2	5/28	40	17	16.75	1,097	400
2016	2	6/4	48	17.25	16.75	1,237	
2016	2	6/11	40	25.38	16.75	1,308	
2016	2	6/18	40	25.38	16.75	1,308	
2016	2	6/25	40	24.63	16.75	1,289	
2016	2	Total				15,589	950
2016	3	7/2	40	24.88	16.75	1,295	
2016	3	7/9	44	22.5	17.25	1,341	
2016	3	7/16	49	22.13	17.25	1,418	

NLRB Backpay Calculation

		Case Name:		Lou's Transport		Schedule C	
		Case Number:		07-CA-102517		Backpay period:	
		Claimant:		Michael Hershey		3/27/13-8/22/16	
2016	3	7/23	40	25.5	17.25	1,350	
2016	3	7/30	40	25.63	17.25	1,353	
2016	3	8/6	40	23.38	17.25	1,295	
2016	3	8/13	40	23.38	17.25	1,295	
2016	3	8/20	40	23.88	17.25	1,308	
2016	3	8/27				-	
2016	3	9/3				-	
2016	3	9/10				-	
2016	3	9/17				-	
2016	3	9/24				-	
2016	3	Total				10,654	-

Total Bonus	5,267

NLRB Backpay Calculation

1

Case Name: Lou's Transport
Case Number: 07-CA-102517
Claimant: Michael Hershey

Backpay period:	Schedule D	
3/27/13-8/22/16		

Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Bonuses	Net Backpay & Expenses
2013	1	1/5				-					
2013	1	1/12				-					
2013	1	1/19				-					
2013	1	1/26				-					
2013	1	2/2				-					
2013	1	2/9				-					
2013	1	2/16				-					
2013	1	2/23				-					
2013	1	3/2				-					
2013	1	3/9				-					
2013	1	3/16				-					
2013	1	3/23				-					
2013	1	3/30	26.4	10.4	13.30	559					
2013	1	Total				559		559	-	-	559
2013	2	4/6	36.5	10.5	13.30	695	\$501.25		166		
2013	2	4/13	36.5	10.5	13.30	695	\$215.00		166		
2013	2	4/20	40	14.88	13.30	829	\$255.00		166		
2013	2	4/27	40	15.25	13.30	836	\$630.25		166		
2013	2	5/4	40	28.38	13.30	1,098	\$680.00		166		
2013	2	5/11	40	28.88	13.30	1,108	\$1,414.40		166		

NLRB Backpay Calculation

2

Case Name: Lou's Transport

Case Number: 07-CA-102517

Claimant: Michael Hershey

Backpay period:

3/27/13-8/22/16

Schedule D

Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Bonuses	Net Backpay & Expenses
2013	2	5/18	40	25.25	13.30	1,036	\$1,298.38		166		
2013	2	5/25	40	25.63	13.30	1,043	\$1,119.88		166		
2013	2	6/1	38.5	19.25	13.30	896	\$782.00		166		
2013	2	6/8	38.38	19.38	13.30	897	\$1,132.88		166		
2013	2	6/15	42	28	13.30	1,117	\$801.13		166		
2013	2	6/22	42	28.13	13.30	1,120	\$1,431.35		166		
2013	2	6/29	40	25.38	13.30	1,038	\$1,285.63		166		
2013	2	Total				12,408	11,547	861	2,158	-	3,019
2013	3	7/6	48	25.38	13.30	1,145	\$420.75		238		
2013	3	7/13	40	31.13	14.01	1,214	\$1,473.82		238		
2013	3	7/20	40	31.5	14.01	1,222	\$1,279.25		238		
2013	3	7/27	40	23.5	14.01	1,054	\$1,279.25		238		
2013	3	8/3	44	23.5	14.01	1,110	\$1,347.25		238		
2013	3	8/10	40	29.5	14.01	1,180	\$1,432.25		238		
2013	3	8/17	40	29.63	14.01	1,183	\$1,435.56		238		
2013	3	8/24	40	25.63	14.01	1,099	\$1,333.57		238		
2013	3	8/31	40	25.75	14.01	1,102	\$1,247.38		238		
2013	3	9/7	40	26.13	14.01	1,109	\$1,311.13		238		
2013	3	9/14	44	26.63	14.01	1,176	\$1,119.88		238		
2013	3	9/21	40	34.75	14.01	1,291	\$1,457.75		238		

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NLRB Backpay Calculation

3

Case Name: Lou's Transport

Case Number: 07-CA-102517

Claimant: Michael Hershey

Backpay period:

3/27/13-8/22/16

Schedule D

Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Bonuses	Net Backpay & Expenses
2013	3	9/28	40	34.75	14.01	1,291	\$1,508.75		238		
2013	3	Total				15,177	16,647	-	3,093	-	3,093
2013	4	10/5	40	30.25	14.01	1,196	\$1,432.50		247		
2013	4	10/12	40	30.38	14.01	1,199	\$1,454.59		247		
2013	4	10/19	40	33.63	14.01	1,267	\$1,279.25		247		
2013	4	10/26	44	33.88	14.01	1,328	\$1,323.88		247		
2013	4	11/2	39.5	19.13	14.01	955	\$1,159.32		247		
2013	4	11/9	39.88	19.25	14.01	963	\$1,168.84		247		
2013	4	11/16	40	20.25	14.01	986	\$864.88		247		
2013	4	11/23	40	20.63	14.01	994	\$1,132.63		247		
2013	4	11/30	46.5	9.75	14.01	856	\$663.00		247		
2013	4	12/7	38.88	7.75	14.01	708	\$857.23		247		
2013	4	12/14	40	5.625	14.01	679	\$1,364.22		247	617	
2013	4	12/21	40	5.75	14.01	681	\$826.63		247		
2013	4	12/28	44	5	14.01	722	\$0.00				
2013	4	Total				12,534	13,527	-	2,966	617	3,583
2014	1	1/4	44	5	14.01	722	\$ 993.95		\$ 166.59		
2014	1	1/11	33.63	0	14.01	471	\$ 195.50		\$ 166.59		
2014	1	1/18	40	14.25	14.01	860	\$ 903.13		\$ 166.59		

NLRB Backpay Calculation

4

Case Name: Lou's Transport

Case Number: 07-CA-102517

Claimant: Michael Hershey

Backpay period:

3/27/13-8/22/16

Schedule D

Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Bonuses	Net Backpay & Expenses
2014	1	1/25	27.75	0	14.01	389	\$ -		\$ -		
2014	1	2/1	28	0	14.01	392	\$ 182.75		\$ 166.59		
2014	1	2/8	40	8.625	14.01	742	\$ 395.25		\$ 166.59		
2014	1	2/15	40	9	14.01	750	\$ 493.00		\$ 166.59		
2014	1	2/22	37.5	4.75	14.01	625	\$ 391.00		\$ 166.59		
2014	1	3/1	40	11.38	14.01	799	\$ 493.00		\$ 166.59		
2014	1	3/8	34.25	2.75	14.01	538	\$ 652.38		\$ 166.59		
2014	1	3/15	38.25	3.5	14.01	609	\$ 140.25		\$ 166.59		
2014	1	3/22	35.13	3	15.75	624	\$ -		\$ -		
2014	1	3/29	30.25	0	15.75	476	\$ -		\$ -		
2014	1	Total				7,997	4,840	3,157	1,666	-	4,823
2014	2	4/5	40	15.63	15.75	999	\$ 183.8		194		
2014	2	4/12	40	15.75	15.75	1,002	\$ 1,113.4		194		
2014	2	4/19	40	17.13	15.75	1,035	\$ 595.0		194		
2014	2	4/26	40	17.13	15.75	1,035	\$ 850.9		194		
2014	2	5/3	40	30.25	15.75	1,345	\$ 1,264.4		194		
2014	2	5/10	40	30	15.75	1,339	\$ 1,382.5		194		
2014	2	5/17	40	29.5	15.94	1,343	\$ 1,316.9		194		
2014	2	5/24	40	27.38	15.94	1,292	\$ 1,418.7		194		
2014	2	5/31	42	24.5	15.75	1,240	\$ 1,120.0		194		

NLRB Backpay Calculation

5

Case Name: Lou's Transport

Case Number: 07-CA-102517

Claimant: Michael Hershey

Backpay period:

3/27/13-8/22/16

Schedule D

Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Bonuses	Net Backpay & Expenses
2014	2	6/7	46	24.75	15.75	1,309	\$ 1,431.7		194		
2014	2	6/14	40	32.13	15.75	1,389	\$ 1,543.4		194		
2014	2	6/21	40	36.5	15.75	1,492	\$ 1,526.9		194		
2014	2	6/28	40	12.88	18.11	1,074	\$ 1,038.1		194		
2014	2	Total				15,894	17,081	-	2,520	-	2,520
2014	3	7/5	44	22.63	15.75	1,228	\$ 1,120.00		190		
2014	3	7/12	40	32.75	16.48	1,469	\$ 1,362.81		190		
2014	3	7/19	40	32.88	16.48	1,472	\$ 1,563.10		190		
2014	3	7/26	40	34	16.97	1,544	\$ 1,592.50		190		
2014	3	8/2	40	37	16.97	1,621	\$ 1,277.50		190		
2014	3	8/9	44	28.75	16.25	1,416	\$ 1,231.56		190		
2014	3	8/16	40	28.63	16.25	1,348	\$ 1,341.14		190		
2014	3	8/23	40	25.5	17.08	1,337	\$ 1,521.84		190		
2014	3	8/30	40	25.63	17.08	1,340	\$ 1,354.65		190		
2014	3	9/6	48	19.75	16.25	1,261	\$ 1,037.25		190		
2014	3	9/13	40	19.75	16.25	1,131	\$ 1,553.25		190		
2014	3	9/20	40	29.38	17.05	1,433	\$ 1,253.25		190		
2014	3	9/27	40	29.63	17.05	1,440	\$ 1,520.01		190		
2014	3	Total				18,039	17,729	310	2,471	-	2,781

NLRB Backpay Calculation

6

Case Name: Lou's Transport

Case Number: 07-CA-102517

Claimant: Michael Hershey

Backpay period:

3/27/13-8/22/16

Schedule D

Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Bonuses	Net Backpay & Expenses
2014	4	10/4	40	23.88	18.15	1,376	\$ 1,293.75		107		
2014	4	10/11	40	24.13	18.15	1,383	\$ 1,371.51		107		
2014	4	10/18	40	31.38	17.29	1,505	\$ 1,118.25		107		
2014	4	10/25	40	31.63	17.29	1,512	\$ 1,574.01		107		
2014	4	11/1	40	24.88	16.41	1,289	\$ 1,391.76		107		
2014	4	11/8	40	25.25	16.41	1,278	\$ 1,401.75		107		
2014	4	11/15	40	22	16.25	1,186	\$ 1,314.00		107		
2014	4	11/22	40	22.5	16.25	1,198	\$ 1,179.00		107		
2014	4	11/29	39	6.75	16.25	798	\$ 576.00		107		
2014	4	12/6	39.13	6.75	16.25	800	\$ 834.75		107	1,450	
2014	4	12/13	40	10.25	16.25	900	\$ 693.00		107	1,250	
2014	4	12/20	40	10.38	16.25	903	\$ 1,959.90		107		
2014	4	12/27	33.38	0	16.25	542	\$ 558.00		107		
2014	4	Total				14,651	15,266	-	1,391	2,700	4,091
2015	1	1/3	33.5	0	16.25	544	\$ 360.00		12		
2015	1	1/10	39.25	5.5	17.01	808	\$ 612.00		12		
2015	1	1/17	39.25	5.875	17.01	818	\$ 432.00		12		
2015	1	1/24	40	13	16.25	967	\$ 607.50		12		
2015	1	1/31	40	13	16.25	967	\$ 436.50		12		
2015	1	2/7	40	9.625	17.36	945	\$ 760.50		12		

File: spd.07-ca-102517.4th amended compliance spec / Sheet: Backpay

NLRB Backpay Calculation

7

Case Name: Lou's Transport

Case Number: 07-CA-102517

Claimant: Michael Hershey

Backpay period:

3/27/13-8/22/16

Schedule D

Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Bonuses	Net Backpay & Expenses
2015	1	2/14	40	9.875	17.36	952	\$ 711.00		12		
2015	1	2/21	40	11.25	18.25	924	\$ 504.00		12		
2015	1	2/28	40	11.25	18.25	924	\$ 504.00		12		
2015	1	3/7	40	12.63	18.25	1,076	\$ 947.34		12		
2015	1	3/14	40	13	18.25	1,086	\$ 468.00		12		
2015	1	3/21	44.75	0	18.25	727	\$ 432.00		12		
2015	1	3/28	44.75	0	18.25	727	\$ 612.00		12		
2015	1	Total				11,465	7,387	4,078	159	-	4,237
2015	2	4/4	36.5	0.5	17.29	644	\$432.00		123		
2015	2	4/11	36.25	0.75	17.29	646	\$432.00		123		
2015	2	4/18	40	5.5	16.54	798	\$634.50		123		
2015	2	4/25	40	5.75	16.54	804	\$823.50		123		
2015	2	5/2	40	24.25	16.25	1,241	\$1,212.75		123		
2015	2	5/9	40	24.25	16.25	1,241	\$1,374.75		123		
2015	2	5/16	40	31	16.25	1,406	\$1,226.25		123		
2015	2	5/23	40	31	16.25	1,406	\$1,557.00		123		
2015	2	5/30	44	22.5	16.25	1,263	\$942.75		123		
2015	2	6/6	44	22.5	16.25	1,263	\$1,399.50		123		
2015	2	6/13	40	27.75	16.25	1,326	\$1,469.50		123		
2015	2	6/20	40	27.75	16.25	1,326	\$1,469.50		123		

NLRB Backpay Calculation

8

Case Name: Lou's Transport

Case Number: 07-CA-102517

Claimant: Michael Hershey

Backpay period:

3/27/13-8/22/16

Schedule D

Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Bonuses	Net Backpay & Expenses
2015	2	6/27	40	18.75	16.25	1,107	\$1,226.25		123		
2015	2	Total				14,473	14,200	272	1,602	-	1,874
2015	3	7/4	44	15	16.25	1,081	\$1,197.00		141		
2015	3	7/11	40	19.75	16.75	1,166	\$1,253.25		141		
2015	3	7/18	40	19.63	16.75	1,183	\$1,250.01		141		
2015	3	7/25	40	29.63	16.75	1,414	\$1,520.01		141		
2015	3	8/1	40	29.5	16.75	1,411	\$1,516.50		141		
2015	3	8/8	40	25.75	16.75	1,317	\$1,415.25		141		
2015	3	8/15	40	26.38	16.75	1,333	\$1,432.26		141		
2015	3	8/22	40	25.88	16.75	1,320	\$1,442.39		141		
2015	3	8/29	40	25.88	16.75	1,320	\$1,374.75		141		
2015	3	9/5	44	18.75	16.75	1,208	\$1,298.25		141		
2015	3	9/12	44	18.63	16.75	1,205	\$1,295.01		141		
2015	3	9/19	40	30.88	16.75	1,446	\$1,553.76		141		
2015	3	9/26	40	31	16.75	1,449	\$1,557.00		141		
2015	3	Total				16,833	18,105	-	1,829	-	1,829
2015	4	10/3	44	19.5	16.75	1,227	\$1,318.50		107		
2015	4	10/10	40	12	16.75	972	\$1,044.00		107		
2015	4	10/17	40	22	16.75	1,223	\$1,314.00		107		

File: spd.07-ca-102517.4th amended compliance spec / Sheet: Backpay

NLRB Backpay Calculation

9

Case Name: Lou's Transport

Case Number: 07-CA-102517

Claimant: Michael Hershey

Backpay period:

3/27/13-8/22/16

Schedule D

Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Bonuses	Net Backpay & Expenses
2015	4	10/24	40	22.88	16.75	1,245	\$1,337.76		107		
2015	4	10/31	40	18.5	16.75	1,135	\$1,158.75		107		
2015	4	11/7	40	19.25	16.75	1,164	\$1,239.75		107		
2015	4	11/14	40	17.88	16.75	1,119	\$1,202.76		107		
2015	4	11/21	40	17.88	16.75	1,119	\$1,165.50		107		
2015	4	11/28	40.63	8.125	16.75	885	\$691.61		107		
2015	4	12/5	40	8.375	16.75	880	\$691.61		107		
2015	4	12/12	40	15.5	16.75	1,059	\$811.91		107	1,000	
2015	4	12/19	40	16	16.75	1,072	\$1,894.75		107		
2015	4	12/26	31	0	16.75	519	\$555.83		107		
2015	4	Total				13,608	14,427	-	1,392	1,000	2,392
2016	1	1/2	31.5	0	16.75	528	\$ 564.79		-		
2016	1	1/9	20.5	0	16.75	343	\$ 380.68		-		
2016	1	1/16	21	0	16.75	352	\$ 389.97		-		
2016	1	1/23	16.25	0	16.75	272	\$ 291.36		-		
2016	1	1/30	40	7	16.75	846	\$ 859.54		-		
2016	1	2/6	38	0	16.75	637	\$ 699.71		-		
2016	1	2/13	38.5	0	16.75	645	\$ 708.78		-		
2016	1	2/20	19.5	0	16.75	327	\$ 387.23		-		
2016	1	2/27	40	5.75	16.75	814	\$ 998.50		-		

NLRB Backpay Calculation

10

Case Name: Lou's Transport

Case Number: 07-CA-102517

Backpay period:

Schedule D

3/27/13-8/22/16

Claimant: Michael Hershey

Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Bonuses	Net Backpay & Expenses
2016	1	3/5	39.5	6	16.75	812	\$ 946.94	-	-	-	-
2016	1	3/12	40	10.13	16.75	924	\$ 983.04	-	-	-	-
2016	1	3/19	43.63	6.5	16.75	894	\$ 717.28	-	-	-	-
2016	1	3/26	44	6.25	16.75	894	\$ 717.28	-	-	-	-
2016	1	Total				8,288	8,645	-	-	-	-
2016	2	4/2	39.63	0	16.75	664	\$710.64		\$0.00		
2016	2	4/9	40	5.5	16.75	808	\$837.32		\$0.00		
2016	2	4/16	40	19.13	16.75	1,151	\$1,043.47		\$0.00		
2016	2	4/23	40	19.5	16.75	1,180	\$1,043.47		\$0.00		
2016	2	4/30	44	21	16.75	1,265	\$892.60		\$0.00		
2016	2	5/7	44	21	16.75	1,265	\$892.60		\$0.00		
2016	2	5/14	40	33.38	16.75	1,509	\$853.70		\$0.00		
2016	2	5/21	40	34.25	16.75	1,531	\$853.70		\$0.00	550	
2016	2	5/28	40	17	16.75	1,097	\$711.05		\$0.00	400	
2016	2	6/4	48	17.25	16.75	1,237	\$711.05		\$0.00		
2016	2	6/11	40	25.38	16.75	1,308	\$702.85		\$0.00		
2016	2	6/18	40	25.38	16.75	1,308	\$702.85		\$0.00		
2016	2	6/25	40	24.63	16.75	1,289	\$691.60		\$0.00		
2016	2	Total				15,589	10,647	4,942	-	950	5,892

NLRB Backpay Calculation

11

Case Name: Lou's Transport

Case Number: 07-CA-102517

Claimant: Michael Hershey

Backpay period:

3/27/13-8/22/16

Schedule D

Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Bonuses	Net Backpay & Expenses
2016	3	7/2	40	24.88	16.75	1,295	\$691.60		25		
2016	3	7/9	44	22.5	17.25	1,341	\$717.23		25		
2016	3	7/16	49	22.13	17.25	1,418	\$992.23		25		
2016	3	7/23	40	25.5	17.25	1,350	\$928.85		25		
2016	3	7/30	40	25.63	17.25	1,353	\$1,147.60		25		
2016	3	8/6	40	23.38	17.25	1,295	\$911.03		25		
2016	3	8/13	40	23.38	17.25	1,295	\$717.28		25		
2016	3	8/20	40	23.88	17.25	1,308	\$691.00		25		
2016	3	8/27				-					
2016	3	9/3				-					
2016	3	9/10				-					
2016	3	9/17				-					
2016	3	9/24				-					
2016	3	Total				10,654	6,797	3,857	198	-	4,055

Totals	18,036	21,445	5,267	\$ 44,748
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Net Backpay Incl. Bonuses (Withholdings)	\$ 23,303
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12

3/27/13-8/22/16

NLRB Backpay Calculation

1

Case Name: Lou's Transport
Case Number: 07-CA-102517
Claimant: Michael Hershey

Backpay period:	Schedule E	
3/27/13-8/22/16		

Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Bonuses	Net Backpay & Expenses
2013	1	1/5				-					
2013	1	1/12				-					
2013	1	1/19				-					
2013	1	1/26				-					
2013	1	2/2				-					
2013	1	2/9				-					
2013	1	2/16				-					
2013	1	2/23				-					
2013	1	3/2				-					
2013	1	3/9				-					
2013	1	3/16				-					
2013	1	3/23				-					
2013	1	3/30	26.4	10.4	13.30	559					
2013	1	Total				559		531	-	-	531
2013	2	4/6	36.5	10.5	13.30	695	\$501.25		166		
2013	2	4/13	36.5	10.5	13.30	695	\$215.00		166		
2013	2	4/20	40	14.88	13.30	829	\$255.00		166		
2013	2	4/27	40	15.25	13.30	836	\$630.25		166		
2013	2	5/4	40	28.38	13.30	1,098	\$680.00		166		
2013	2	5/11	40	28.88	13.30	1,108	\$1,414.40		166		

NLRB Backpay Calculation

2

Case Name: Lou's Transport

Case Number: 07-CA-102517

Claimant: Michael Hershey

Backpay period:

3/27/13-8/22/16

Schedule E

Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Bonuses	Net Backpay & Expenses
2013	2	5/18	40	25.25	13.30	1,036	\$1,298.38		166		
2013	2	5/25	40	25.63	13.30	1,043	\$1,119.88		166		
2013	2	6/1	38.5	19.25	13.30	896	\$782.00		166		
2013	2	6/8	38.38	19.38	13.30	897	\$1,132.88		166		
2013	2	6/15	42	28	13.30	1,117	\$801.13		166		
2013	2	6/22	42	28.13	13.30	1,120	\$1,431.35		166		
2013	2	6/29	40	25.38	13.30	1,038	\$1,285.63		166		
2013	2	Total				12,408	\$ 11,547	241	2,158	-	2,399
2013	3	7/6	48	25.38	13.30	1,145	\$420.75		238		
2013	3	7/13	40	31.13	14.01	1,214	\$1,473.82		238		
2013	3	7/20	40	31.5	14.01	1,222	\$1,279.25		238		
2013	3	7/27	40	23.5	14.01	1,054	\$1,279.25		238		
2013	3	8/3	44	23.5	14.01	1,110	\$1,347.25		238		
2013	3	8/10	40	29.5	14.01	1,180	\$1,432.25		238		
2013	3	8/17	40	29.63	14.01	1,183	\$1,435.56		238		
2013	3	8/24	40	25.63	14.01	1,099	\$1,333.57		238		
2013	3	8/31	40	25.75	14.01	1,102	\$1,247.38		238		
2013	3	9/7	40	26.13	14.01	1,109	\$1,311.13		238		
2013	3	9/14	44	26.63	14.01	1,176	\$1,119.88		238		
2013	3	9/21	40	34.75	14.01	1,291	\$1,457.75		238		

File: spd.07-ca-102517.4th amended compliance spec / Sheet: Adjusted Backpay

NLRB Backpay Calculation

3

Case Name: Lou's Transport

Case Number: 07-CA-102517

Claimant: Michael Hershey

Backpay period:

3/27/13-8/22/16

Schedule E

Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Bonuses	Net Backpay & Expenses
2013	3	9/28	40	34.75	14.01	1,291	\$1,508.75		238		
2013	3	Total				15,177	\$ 16,647	(759)	3,093	-	2,335
2013	4	10/5	40	30.25	14.01	1,196	\$1,432.50		247		
2013	4	10/12	40	30.38	14.01	1,199	\$1,454.59		247		
2013	4	10/19	40	33.63	14.01	1,267	\$1,279.25		247		
2013	4	10/26	44	33.88	14.01	1,328	\$1,323.88		247		
2013	4	11/2	39.5	19.13	14.01	955	\$1,159.32		247		
2013	4	11/9	39.88	19.25	14.01	963	\$1,168.84		247		
2013	4	11/16	40	20.25	14.01	986	\$864.88		247		
2013	4	11/23	40	20.63	14.01	994	\$1,132.63		247		
2013	4	11/30	46.5	9.75	14.01	856	\$663.00		247		
2013	4	12/7	38.88	7.75	14.01	708	\$857.23		247		
2013	4	12/14	40	5.625	14.01	679	\$1,364.22		247	617	
2013	4	12/21	40	5.75	14.01	681	\$826.63		247		
2013	4	12/28	44	5	14.01	722	\$0.00				
2013	4	Total				12,534	\$ 13,527	(627)	2,966	617	2,957
2014	1	1/4	44	5	14.01	722	\$ 993.95		\$ 167		
2014	1	1/11	33.63	0	14.01	471	\$ 195.50		\$ 167		
2014	1	1/18	40	14.25	14.01	860	\$ 903.13		\$ 167		

File: spd.07-ca-102517.4th amended compliance spec / Sheet; Adjusted Backpay

NLRB Backpay Calculation

4

Case Name: Lou's Transport

Case Number: 07-CA-102517

Claimant: Michael Hershey

Backpay period:

3/27/13-8/22/16

Schedule E

Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Bonuses	Net Backpay & Expenses
2014	1	1/25	27.75	0	14.01	389	\$ -		\$ -		
2014	1	2/1	28	0	14.01	392	\$ 182.75		\$ 167		
2014	1	2/8	40	8.625	14.01	742	\$ 395.25		\$ 167		
2014	1	2/15	40	9	14.01	750	\$ 493.00		\$ 167		
2014	1	2/22	37.5	4.75	14.01	625	\$ 391.00		\$ 167		
2014	1	3/1	40	11.38	14.01	799	\$ 493.00		\$ 167		
2014	1	3/8	34.25	2.75	14.01	538	\$ 652.38		\$ 167		
2014	1	3/15	38.25	3.5	14.01	609	\$ 140.25		\$ 167		
2014	1	3/22	35.13	3	15.75	624	\$ -		\$ -		
2014	1	3/29	30.25	0	15.75	476	\$ -		\$ -		
2014	1	Total				7,997	\$ 4,840	2,757	1,666	-	4,423
2014	2	4/5	40	15.63	15.75	999	\$ 183.75		194		
2014	2	4/12	40	15.75	15.75	1,002	\$ 1,113.44		194		
2014	2	4/19	40	17.13	15.75	1,035	\$ 595.00		194		
2014	2	4/26	40	17.13	15.75	1,035	\$ 850.94		194		
2014	2	5/3	40	30.25	15.75	1,345	\$ 1,264.38		194		
2014	2	5/10	40	30	15.75	1,339	\$ 1,382.50		194		
2014	2	5/17	40	29.5	15.94	1,343	\$ 1,316.88		194		
2014	2	5/24	40	27.38	15.94	1,292	\$ 1,418.73		194		
2014	2	5/31	42	24.5	15.75	1,240	\$ 1,120.00		194		

File: apd.07-ca-102517.4th amended compliance spec / Sheet: Adjusted Backpay

NLRB Backpay Calculation

5

Case Name: Lou's Transport

Case Number: 07-CA-102517

Claimant: Michael Hershey

Backpay period:

3/27/13-8/22/16

Schedule E

Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Bonuses	Net Backpay & Expenses
2014	2	6/7	46	24.75	15.75	1,309	\$ 1,431.68		194		
2014	2	6/14	40	32.13	15.75	1,389	\$ 1,543.41		194		
2014	2	6/21	40	36.5	15.75	1,492	\$ 1,526.88		194		
2014	2	6/28	40	12.88	18.11	1,074	\$ 1,038.10		194		
2014	2	Total				15,894	\$ 17,061	(795)	2,520	-	1,725
2014	3	7/5	44	22.63	15.75	1,228	\$ 1,120.00		190		
2014	3	7/12	40	32.75	16.48	1,469	\$ 1,362.81		190		
2014	3	7/19	40	32.88	16.48	1,472	\$ 1,563.10		190		
2014	3	7/26	40	34	16.97	1,544	\$ 1,592.50		190		
2014	3	8/2	40	37	16.97	1,621	\$ 1,277.50		190		
2014	3	8/9	44	28.75	16.25	1,416	\$ 1,231.56		190		
2014	3	8/16	40	28.63	16.25	1,348	\$ 1,341.14		190		
2014	3	8/23	40	25.5	17.08	1,337	\$ 1,521.64		190		
2014	3	8/30	40	25.63	17.08	1,340	\$ 1,354.65		190		
2014	3	9/6	48	19.75	16.25	1,261	\$ 1,037.25		190		
2014	3	9/13	40	19.75	16.25	1,131	\$ 1,553.25		190		
2014	3	9/20	40	29.38	17.05	1,433	\$ 1,253.25		190		
2014	3	9/27	40	29.63	17.05	1,440	\$ 1,520.01		190		
2014	3	Total				18,039	\$ 17,729	(592)	2,471	-	1,879

NLRB Backpay Calculation

6

Case Name: Lou's Transport

Case Number: 07-CA-102517

Claimant: Michael Hershey

Backpay period:

3/27/13-8/22/16

Schedule E

Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Bonuses	Net Backpay & Expenses
2014	4	10/4	40	23.88	18.15	1,376	\$ 1,293.75		107		
2014	4	10/11	40	24.13	18.15	1,383	\$ 1,371.51		107		
2014	4	10/18	40	31.38	17.29	1,505	\$ 1,118.25		107		
2014	4	10/25	40	31.63	17.29	1,512	\$ 1,574.01		107		
2014	4	11/1	40	24.88	16.41	1,289	\$ 1,391.76		107		
2014	4	11/8	40	25.25	16.41	1,278	\$ 1,401.75		107		
2014	4	11/15	40	22	16.25	1,186	\$ 1,314.00		107		
2014	4	11/22	40	22.5	16.25	1,198	\$ 1,179.00		107		
2014	4	11/29	39	6.75	16.25	798	\$ 576.00		107		
2014	4	12/6	39.13	6.75	16.25	800	\$ 834.75		107	1,450	
2014	4	12/13	40	10.25	16.25	900	\$ 693.00		107	1,250	
2014	4	12/20	40	10.38	16.25	903	\$ 1,959.90		107		
2014	4	12/27	33.38	0	16.25	542	\$ 558.00		107		
2014	4	Total				14,651	\$ 15,266	(733)	1,391	2,700	3,358
2015	1	1/3	33.5	0	16.25	544	\$ 360		12		
2015	1	1/10	39.25	5.5	17.01	808	\$ 612		12		
2015	1	1/17	39.25	5.875	17.01	818	\$ 432		12		
2015	1	1/24	40	13	16.25	967	\$ 608		12		
2015	1	1/31	40	13	16.25	967	\$ 437		12		
2015	1	2/7	40	9.625	17.36	945	\$ 781		12		

File: spd.07-ca-102517.4th amended compliance spec / Sheet: Adjusted Backpay

NLRB Backpay Calculation

7

Case Name: Lou's Transport

Case Number: 07-CA-102517

Claimant: Michael Hershey

Backpay period:

3/27/13-8/22/16

Schedule E

Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Bonuses	Net Backpay & Expenses
2015	1	2/14	40	9.875	17.36	952	\$ 711		12		
2015	1	2/21	40	11.25	16.25	924	\$ 504		12		
2015	1	2/28	40	11.25	16.25	924	\$ 504		12		
2015	1	3/7	40	12.63	18.25	1,078	\$ 947		12		
2015	1	3/14	40	13	18.25	1,086	\$ 468		12		
2015	1	3/21	44.75	0	16.25	727	\$ 432		12		
2015	1	3/28	44.75	0	16.25	727	\$ 612		12		
2015	1	Total				11,465	\$ 7,387	3,504	159	-	3,663
2015	2	4/4	36.5	0.5	17.29	644	\$432		123		
2015	2	4/11	36.25	0.75	17.29	646	\$432		123		
2015	2	4/18	40	5.5	16.54	798	\$635		123		
2015	2	4/25	40	5.75	16.54	804	\$824		123		
2015	2	5/2	40	24.25	16.25	1,241	\$1,213		123		
2015	2	5/9	40	24.25	16.25	1,241	\$1,375		123		
2015	2	5/16	40	31	16.25	1,406	\$1,226		123		
2015	2	5/23	40	31	16.25	1,406	\$1,557		123		
2015	2	5/30	44	22.5	16.25	1,263	\$943		123		
2015	2	6/6	44	22.5	16.25	1,263	\$1,400		123		
2015	2	6/13	40	27.75	16.25	1,326	\$1,470		123		
2015	2	6/20	40	27.75	16.25	1,326	\$1,470		123		

File: spd.07-ca-102517.4th amended compliance spec / Sheet: Adjusted Backpay

NLRB Backpay Calculation

8

Case Name: Lou's Transport

Case Number: 07-CA-102517

Claimant: Michael Hershey

Backpay period:

3/27/13-8/22/16

Schedule E

Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Bonuses	Net Backpay & Expenses
2015	2	8/27	40	18.75	16.25	1,107	\$1,226		123		
2015	2	Total				14,473	\$ 14,200	(451)	1,602	-	1,151
2015	3	7/4	44	15	16.25	1,081	\$1,197		141		
2015	3	7/11	40	19.75	16.75	1,166	\$1,253		141		
2015	3	7/18	40	19.63	16.75	1,163	\$1,250		141		
2015	3	7/25	40	29.63	16.75	1,414	\$1,520		141		
2015	3	8/1	40	29.5	16.75	1,411	\$1,517		141		
2015	3	8/8	40	25.75	16.75	1,317	\$1,415		141		
2015	3	8/15	40	26.38	16.75	1,333	\$1,432		141		
2015	3	8/22	40	25.88	16.75	1,320	\$1,442		141		
2015	3	8/29	40	25.88	16.75	1,320	\$1,375		141		
2015	3	9/5	44	18.75	16.75	1,208	\$1,298		141		
2015	3	9/12	44	18.63	16.75	1,205	\$1,295		141		
2015	3	9/19	40	30.88	16.75	1,446	\$1,554		141		
2015	3	9/26	40	31	16.75	1,449	\$1,557		141		
2015	3	Total				16,833	\$ 18,105	(842)	1,829	-	988
2015	4	10/3	44	19.5	16.75	1,227	\$1,319		107		
2015	4	10/10	40	12	16.75	972	\$1,044		107		
2015	4	10/17	40	22	16.75	1,223	\$1,314		107		

File: spd.07-ca-102517.4th amended compliance spec / Sheet: Adjusted Backpay

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NLRB Backpay Calculation

9

Case Name: Lou's Transport

Case Number: 07-CA-102517

Backpay period:

Schedule E

Claimant: Michael Hershey

3/27/13-8/22/16

Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Bonuses	Net Backpay & Expenses
2015	4	10/24	40	22.88	16.75	1,245	\$1,338		107		
2015	4	10/31	40	18.5	16.75	1,135	\$1,159		107		
2015	4	11/7	40	19.25	16.75	1,154	\$1,240		107		
2015	4	11/14	40	17.88	16.75	1,119	\$1,203		107		
2015	4	11/21	40	17.88	16.75	1,119	\$1,166		107		
2015	4	11/28	40.63	8.125	16.75	885	\$692		107		
2015	4	12/5	40	8.375	16.75	880	\$692		107		
2015	4	12/12	40	15.5	16.75	1,059	\$812		107	1,000	
2015	4	12/19	40	16	16.75	1,072	\$1,895		107		
2015	4	12/26	31	0	16.75	519	\$556		107		
2015	4	Total				13,608	\$ 14,427	(460)	1,392	1,000	1,932
2016	1	1/2	31.5	0	16.75	528	565		-		
2016	1	1/9	20.5	0	16.75	343	381		-		
2016	1	1/16	21	0	16.75	352	390		-		
2016	1	1/23	16.25	0	16.75	272	291		-		
2016	1	1/30	40	7	16.75	846	860		-		
2016	1	2/6	38	0	16.75	637	700		-		
2016	1	2/13	38.5	0	16.75	645	709		-		
2016	1	2/20	19.5	0	16.75	327	387		-		
2016	1	2/27	40	5.75	16.75	814	999		-		

NLRB Backpay Calculation

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Case Name: Lou's Transport

Case Number: 07-CA-102517

Claimant: Michael Hershey

Backpay period:

3/27/13-8/22/16

Schedule E

Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Bonuses	Net Backpay & Expenses
2016	1	3/5	39.5	6	16.75	812	947	-	-	-	-
2016	1	3/12	40	10.13	16.75	924	983	-	-	-	-
2016	1	3/19	43.83	6.5	16.75	894	717	-	-	-	-
2016	1	3/26	44	6.25	16.75	894	717	-	-	-	-
2016	1	Total				8,288	\$ 8,645	-	-	-	-
2016	2	4/2	39.63	0	16.75	664	\$711		\$0.00		
2016	2	4/9	40	5.5	16.75	808	\$837		\$0.00		
2016	2	4/16	40	19.13	16.75	1,151	\$1,043		\$0.00		
2016	2	4/23	40	19.5	16.75	1,160	\$1,043		\$0.00		
2016	2	4/30	44	21	16.75	1,265	\$893		\$0.00		
2016	2	5/7	44	21	16.75	1,265	\$893		\$0.00		
2016	2	5/14	40	33.38	16.75	1,509	\$854		\$0.00		
2016	2	5/21	40	34.25	16.75	1,531	\$854		\$0.00	550	
2016	2	5/28	40	17	16.75	1,097	\$711		\$0.00	400	
2016	2	6/4	48	17.25	16.75	1,237	\$711		\$0.00		
2016	2	6/11	40	25.38	16.75	1,308	\$703		\$0.00		
2016	2	6/18	40	25.38	16.75	1,308	\$703		\$0.00		
2016	2	6/25	40	24.63	16.75	1,289	\$692		\$0.00		
2016	2	Total				15,589	\$ 10,647	4,942	-	950	5,892

NLRB Backpay Calculation

Case Name: Lou's Transport
Case Number: 07-CA-102517
Claimant: Michael Hershey

Backpay period:	Schedule E	
3/27/13-8/22/16		

Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Bonuses	Net Backpay & Expenses
2016	3	7/2	40	24.88	16.75	1,295	\$ 692		13		
2016	3	7/9	44	22.5	17.25	1,341	\$ 717		13		
2016	3	7/16	49	22.13	17.25	1,418	\$ 992		13		
2016	3	7/23	40	25.5	17.25	1,350	\$ 929		13		
2016	3	7/30	40	25.63	17.25	1,353	\$ 1,148		13		
2016	3	8/6	40	23.38	17.25	1,295	\$ 911		13		
2016	3	8/13	40	23.38	17.25	1,295	\$ 717		13		
2016	3	8/20	40	23.88	17.25	1,308	\$ 691		13		
2016	3	8/27				-					
2016	3	9/3				-					
2016	3	9/10				-					
2016	3	9/17				-					
2016	3	9/24				-					
2016	3	Total				10,654	\$ 6,797	3,857	107	-	3,964

Totals	10,575	21,354	5,267	37,196
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Net Backpay including Bonuses	15,842
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3/27/13-8/22/16

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07-CA-105217 SCHEDULE F: Employee Contribution to 401k

Year	Qtr	Gross Backpay	EE Contribution 5%	Return	Gain/Loss	Running Balance
						0
2013	1	559 \$	27.95	6.79%	\$1.90	\$29.85
2013	2	12408 \$	620.40	2.87%	\$18.66	\$668.91
2013	3	15177 \$	758.85	5.20%	\$74.24	\$1,502.00
2013	4	12534 \$	626.70	10.46%	\$222.66	\$2,351.37
2014	1	7997 \$	399.85	1.76%	\$48.42	\$2,799.64
2014	2	15894 \$	794.70	5.19%	\$186.55	\$3,780.88
2014	3	18039 \$	901.95	1.09%	\$51.04	\$4,733.88
2014	4	14651 \$	732.55	4.89%	\$267.31	\$5,733.73
2015	1	11465 \$	573.25	0.91%	\$57.39	\$6,364.38
2015	2	14473 \$	723.65	0.26%	\$18.43	\$7,106.46
2015	3	16833 \$	841.65	-6.48%	(\$515.04)	\$7,433.07
2015	4	9193 \$	459.65	7%	\$552.49	\$8,445.21
2016	1	0 \$	-	1.25%	\$105.57	\$8,550.78
2016	2	0 \$	-	2.42%	\$206.93	\$8,757.70
2016	3	0 \$	-	3.82%	\$334.54	\$9,092.25
	Totals:	\$	7,461			
2016	4		0	3.80%	\$ 346	\$ 9,437.75
2017	1		0	6.03%	\$ 569	\$ 10,006.85
2017	2		0	3.05%	\$ 305	\$ 10,312.06
Proj 2017	3		0	1.50%	\$ 155	\$ 10,466.74
			Total		\$	10,467

07-CA-105217 SCHEDULE G Employer Contribution

Year	Qtr	Gross Backpay	ER Contribution .5%	Return	Gain or Loss	Running Balance
						\$ -
2013	1	\$ 559	\$ 2.80	6.79%	\$ 0.19	\$ 2.98
2013	2	\$ 12,408	\$ 62.04	2.87%	\$ 1.87	\$ 66.89
2013	3	\$ 15,177	\$ 75.89	5.20%	\$ 7.42	\$ 150.20
2013	4	\$ 12,534	\$ 62.67	10.46%	\$ 22.27	\$ 235.14
2014	1	\$ 7,997	\$ 39.99	1.76%	\$ 4.84	\$ 279.96
			\$ -			
2014	2	\$ 15,894	\$ 79.47	5.19%	\$ 18.65	\$ 378.09
			\$ -			
2014	3	\$ 18,039	\$ 90.20	1.09%	\$ 5.10	\$ 473.39
			\$ -			
2014	4	\$ 14,651	\$ 73.26	4.89%	\$ 26.73	\$ 573.37
			\$ -			
2015	1	\$ 11,465	\$ 57.33	0.91%	\$ 5.74	\$ 636.44
			\$ -			
2015	2	\$ 14,473	\$ 72.37	0.26%	\$ 1.84	\$ 710.65
			\$ -			
2015	3	\$ 16,833	\$ 84.17	-6.48%	\$ (51.50)	\$ 743.31
			\$ -			
2015	4	\$ 9,193	\$ 45.97	7%	\$ 55.25	\$ 844.52
			\$ -			
2016	1	\$ -	\$ -	1.25%	\$ 10.56	\$ 855.08
			\$ -			
2016	2	\$ -	\$ -	2.42%	\$ 20.69	\$ 875.77
			\$ -			
2016	3	\$ -	\$ -	3.82%	\$ 33.45	\$ 909.22
			\$ -			
	Totals:		\$ 746			
2016	4		0	3.80%	\$ 35	\$ 943.78
2017	1		0	6.03%	\$ 57	\$ 1,000.69
2017	2		0	3.05%	\$ 31	\$ 1,031.21
Proj 2017	3		0	1.50%	\$ 15	\$ 1,046.67

Total Employer Contribution: \$ 1,047

07-CA-105217 SCHEDULE H: 401k										
Year	Qtr	Gross Backpay	EE Contrib.	ER Contrib. 5 \$ 0.05	EE +ER Contrib.	Return	Gain/Loss	Running Balance	0	
2013	1	\$ 559	27.95	2.80	\$ 31	6.79%	\$ 2.09	\$ 32.83		
2013	2	\$ 12,408	620.40	62.04	\$ 682	2.87%	\$ 20.53	\$ 735.80		
2013	3	\$ 15,177	758.85	75.89	\$ 835	5.20%	\$ 81.67	\$ 1,652.20		
2013	4	\$ 12,534	626.70	62.67	\$ 689	10.46%	\$ 244.93	\$ 2,586.50		
2014	1	\$ 7,997	399.85	39.99	\$ 440	1.76%	\$ 53.26	\$ 3,079.60		
2014	2	\$ 15,894	794.70	79.47	\$ 874	5.19%	\$ 205.20	\$ 4,158.97		
2014	3	\$ 18,039	901.95	90.20	\$ 992	1.09%	\$ 56.15	\$ 5,207.26		
2014	4	\$ 14,651	732.55	73.26	\$ 806	4.89%	\$ 294.04	\$ 6,307.11		
2015	1	\$ 11,465	573.25	57.33	\$ 631	0.91%	\$ 63.13	\$ 7,000.82		
2015	2	\$ 14,473	723.65	72.37	\$ 796	0.26%	\$ 20.27	\$ 7,817.10		
2015	3	\$ 16,833	841.65	84.17	\$ 926	-6.48%	\$ (566.54)	\$ 8,176.38		
2015	4	\$ 9,193	459.65	45.97	\$ 506	7%	\$ 607.74	\$ 9,289.73		
2016	1	\$ -	0.00	0.00	\$ -	1.25%	\$ 116.12	\$ 9,405.85		
2016	2	\$ -	0.00	0.00	\$ -	2.42%	\$ 227.62	\$ 9,633.47		
2016	3	\$ -	0.00	0.00	\$ -	3.82%	\$ 368.00	\$ 10,001.47		
Totals:			\$ 7,461	\$ 746	\$ 8,207					
2016	4				0	3.80%	\$ 380	\$ 10,381.53		
2017	1				0	6.03%	\$ 626	\$ 11,007.54		
2017	2				0	3.05%	\$ 336	\$ 11,343.26		
Proj 2017	3				0	1.50%	\$ 170	\$ 11,513.41		
Total								\$ 11,513		

07-CA-105217 SCHEDULE I: Growth on 401(k) balance at date of termination

Year	Qtr	Return on Investment		Running Balance
				\$689.22
2013	2	2.87%	\$19.78	\$709.00
2013	3	5.20%	\$36.87	\$745.87
2013	4	10.46%	\$78.02	\$823.89
2014	1	1.76%	\$14.50	\$838.39
2014	2	5.19%	\$43.51	\$881.90
2014	3	1.09%	\$9.61	\$891.51
2014	4	4.89%	\$43.59	\$935.11
2015	1	0.91%	\$8.51	\$943.62
2015	2	0.26%	\$2.45	\$946.07
2015	3	-6.48%	(\$61.31)	\$884.76
2015	4	7%	\$61.93	\$946.70
2016	1	1.25%	\$11.83	\$958.53
2016	2	2.42%	\$23.20	\$981.73
2016	3	3.82%	\$37.50	\$1,019.23
2016	4	3.80%	\$38.73	\$1,057.96
2017	1	6.03%	\$63.80	\$1,121.76
2017	2	3.05%	\$34.21	\$1,155.97
Proj 2017	3	1.50%	\$17.34	\$1,173

3.1

Interim ExpensesName: Lou's Transport - Case 07-CA-102517 Michael Hershey Schedule K

Year ###	# Qtr #	Interim Employment				Search for Work				Total	Mileage Rate For This Quarter	Notes
		Days	R/T to Employer	R/T to interim job	Additional Mileage	Lodging	Food	Mileage	Lodging	Food	Other	
2013	2	11	9.2	42.8	369.6					\$ 208.82	0.565	Kraken
2013	2	46	9.2	84.2	3450					\$ 1,949.25	0.565	Calo
2013	3	73	9.2	84.2	5475					\$ 3,093.38	0.565	Calo
2013	4	70	9.2	84.2	5250					\$ 2,966.25	0.565	Calo
2014	1	37	9.2	84.2	2775					\$ 1,554.00	0.560	Calo
2014	1	9	9.2	31.4	199.8					\$ 111.89	0.560	RD Com Temp
2014	2	60	9.2	84.2	4500					\$ 2,520.00	0.560	Calo
2014	3	45	9.2	84.2	3375					\$ 1,890.00	0.560	Calo - old house
2014	3	21	16.2	65.6	1037.4					\$ 580.94	0.560	Calo-New House
2014	4	50	16.2	65.6	2470					\$ 1,383.20	0.560	Calo
2014	4	10	16.2	17.6	14					\$ 7.84	0.560	RD Com Temp
2015	1	5	16.2	65.6	247					\$ 142.03	0.575	Calo
2015	1	21	16.2	17.6	29.4					\$ 16.91	0.575	RD Com Temp
2015	2	14	16.2	17.6	19.6					\$ 11.27	0.575	RD Com Temp
2015	2	56	16.2	65.6	2766.4					\$ 1,590.68	0.575	Tia Marie
2015	3	14	16.2	17.6	19.6					\$ 11.27	0.575	RD Com Temp
2015	3	64	16.2	65.6	3161.6					\$ 1,817.92	0.575	Tia Marie
2015	4	25	16.2	11.6	0					\$ -	0.575	RD Com Temp
2015	4	49	16.2	65.6	2420.6					\$ 1,391.85	0.575	Tia Marie
2016	1	64	16.2	11.6	0					\$ -	0.540	RD Com
2016	2	64	16.2	11.6	0					\$ -	0.540	RD COM
2016	3	47	16.2	11.6	0					\$ -	0.540	RD COM
2016	3	4	16.2	65.6	197.6					\$ 106.70	0.540	Calo
Total										\$ 21,354.19		

Adjusted Taxes for Lump Sum Backpay

Schedule J Case Name: **Lou's Transport, Inc. and T.K.M.S., Inc.**
Case Number: **07-CA-102517**
Claimant: **Michael Hershey**

Year	Taxable Income (Backpay)	Filing Status	State	Federal Tax	State Tax
2013	3	Married Filing Jointly/Widower	MI	0	0
2014	3,337	Married Filing Jointly/Widower	MI	334	142
2015	2,751	Married Filing Jointly/Widower	MI	275	117
2016	9,749	Married Filing Jointly/Widower	MI	975	414
Taxes Paid:				1,584	673
2000 to 2016	(Sum) 15,840	Married Filing Jointly/Widower	MI	1,584	673
2017	0				
Excess Tax on Backpay:				0	0
Incremental Tax on Backpay:					0
Total Excess Tax on Backpay:				0	

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION SEVEN

LOU'S TRANSPORT, INC., and T.K.M.S., INC.

Respondents

and

Case 07-CA-102517

MICHAEL HERSHEY, an Individual

Charging Party

AMENDED FOURTH AMENDED COMPLIANCE SPECIFICATION
AND NOTICE OF HEARING

The National Labor Relations Board, herein referred to as the Board, issued its Decision and Order on December 16, 2014, reported at 361 NLRB No. 158, ordering Lou's Transport, Inc. (Respondent Lou's) and T.K.M.S., Inc. (Respondent T.K.M.S.) (collectively Respondents), and their officers, agents, and assigns to take certain actions, including making whole the Charging Party, for any loss of earnings and other benefits suffered as a result of the discrimination against him, with interest compounded on a daily basis. On April 6, 2016, in Case Nos. 15-1040 and 1193, the United States Court of Appeals for the Sixth Circuit entered its judgment enforcing in full the provisions of the Board's Order.

As a controversy presently exists regarding the liability of Respondents as to the amount of backpay and other benefits owed the Charging Party under the terms of the Board's Order, as enforced by the United States Court of Appeals for the Sixth Circuit, the undersigned, pursuant to the authority duly conferred by the Board, hereby issues this Fourth Amended Compliance Specification and Notice of Hearing and alleges as follows:

1. No payments have been made by Respondents to satisfy their obligations under the terms of the aforesaid Board Order and court judgment.
2. The gross backpay and expense reimbursement due the Charging Party is the amount of earnings and benefits he would have received, and expenses he incurred, but for Respondents' unlawful discrimination against him, less any interim earnings.
3. Respondents' liability for backpay for the Charging Party commenced on about March 27, 2013, the date that Respondents terminated him, and concludes on about August 22, 2016 (backpay period), when the Charging Party declined Respondents' unconditional offer of reinstatement.

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4. An appropriate measure of gross backpay due the Charging Party is determined by the number of regular hours and overtime hours worked by Respondents' comparable employees for the period of about March 27, 2013, to about August 22, 2016, multiplied by the wage rate the Charging Party would have earned during the backpay period.

5. For the purposes of this Fourth Amended Compliance Specification, the actual regular hours and actual overtime hours worked by Gary Forsyth and Ronnie Smith (the comparable employees), were averaged together on a weekly basis and used to determine the backpay due the Charging Party had he continued to be employed by Respondents as a reasonable means to determine an appropriate measure of gross backpay due the Charging Party.¹ See Schedules A through C.

6. The amounts of pay increases reflected in Forsyth and Smith's backpay schedules (Schedule A and Schedule B, respectively) are based on payroll information received from Respondents for Forsyth and Smith, throughout the backpay period. The pay increases comport with the scheduled increases provided for in the applicable Collective Bargaining Agreements.²

7. (a) Based upon the pay increases set forth in the applicable Collective Bargaining Agreements, the Charging Party's wages would have increased on his anniversary date, as reflected in Schedule C.

(b) Based upon Respondents' payroll records for the comparable employees, Respondents provided raises to the comparable employees in March 2014, commensurate with the pay scale set forth in the collective bargaining agreement that went into effect in January 2014.

8. The comparable employees' actual weekly regular hours and overtime hours were averaged together and compared to those of the Charging Party in his interim employment. During those weeks in which the Charging Party worked greater interim employment regular hours and overtime hours than the hours available to the comparable employees working for Respondents, the Charging Party's hours were lowered to the averaged amount available to the comparable employees. In these instances, the Charging Party's interim earnings were adjusted by taking the pay rate that he was earning at his interim employer in the relevant period and multiplying it by the average regular hours and overtime hours that were worked by the comparable employees. See Schedule D.

9. The bonuses paid to the Charging Party by his interim employers were added to his interim earnings in the period that they were paid. The bonuses Respondents awarded to the comparable employees were averaged together and represent the estimated amount of bonuses that the Charging Party would have received but for the unfair labor practices committed by

¹ For the period ending March 21, 2015 through the period ending June 20, 2015, Forsyth worked as a dispatcher. Since Forsyth was not performing comparable work during this period of time, the backpay for this period was based solely on comparable employee Smith.

² Two different collective bargaining agreements (CBAs) were in effect during the Charging Party's backpay period. The first CBA was effective from January 15, 2009 through January 14, 2014, and the successor agreement is effective from January 14, 2014 through January 14, 2019.

Respondents. The averaged bonuses of the comparable employees are included in a separate column of the backpay calculations entitled "bonuses," which totals \$5,267.³ See Schedule D.

10. (a) Based on Respondents' payroll records, prior to his unlawful discharge, the Charging Party regularly contributed 5% of his pre-tax gross earnings into a 401(k) account under the applicable collective bargaining agreement.

(b) Under the column entitled, "Contribution 5%," Schedule F shows the amount of quarterly contributions that the Charging Party would have made had he continued his employment with Respondents but for the unfair labor practices committed by Respondents.

(c) Schedule F shows that the Charging Party would have contributed a total of \$7,461 of his pre-tax earnings into his 401(k) during the backpay period.⁴

(d) During the backpay period, had the Charging Party contributed 5% of his pre-tax earnings to the 401(k), he would have received a gain/loss on his investment,⁵ as reflected in Schedule F.

(e) Based on Respondents' payroll records, it regularly contributed 0.5% of the Charging Party's gross earnings into his 401(k) account. Accordingly, Schedule G shows the contributions that Respondents would have made into the Charging Party's 401(k) account during the backpay period.⁶

(f) Schedule H shows the total Respondents' and employee's contributions that would have been made into the Charging Party's 401(k) account had he continued his employment with Respondents but for the unfair labor practices.

(g) The appropriate quarterly rates of return on the 401(k) account were applied to the Charging Party's and Respondents' contributions to yield a projected balance of \$11,513, as reflected in Schedule H.

11. (a) The total gross backpay is a component of total net backpay, which is calculated by subtracting the adjusted quarterly interim earnings from the comparable quarterly gross backpay, with no quarterly total net backpay amount being less than \$0.00. The totals for

³ All of totaled sums have been rounded to the nearest dollar amount.

⁴ Respondents' liability for employee continuation of contributions to the 401(k) terminated on November 23, 2015, when the Charging Party became eligible to contribute into a 401(k) at his interim Employer.

⁵ The Charging Party contributed into a Securian Domestic Equity fund, which ceased to exist at an unknown time during the backpay period. Thus, it is not possible to determine the specific quarterly rates of returns for that fund, with the exception of the first quarter of 2013. From the 2nd quarter of 2013 forward, the quarterly rates of return used are from the Vanguard 500 Index Fund, which tracks the S&P 500.

<https://personal.vanguard.com/us/funds/snapshot?FundId=0040&FundIntExt=INT#tab=1a>

⁶ Respondents' liability for contributions to the 401(k) fund terminated on November 23, 2015, when the Charging Party became eligible for matching contributions from his interim Employer.

the bonuses paid to the comparable employees, listed above in paragraph 9, were added to the net backpay amount. See Schedule D.

(b) The Charging Party's net backpay, up until November 23, 2015, is reduced by the 5% pre-tax contribution that he would have contributed to his 401(k) under the applicable collective bargaining agreements. See Schedule E.

(c) Based upon the above, the net backpay amount is ~~\$10,575~~11,683. The bonuses totaling \$5,267, as described above in paragraph 9, are added to this amount to determine that the total net backpay amount due the Charging Party is ~~\$15,842~~16,950. See Schedule E.

12. The Charging Party's total projected 401(k) balance of \$11,513, as described in paragraph 10 above, is treated as a non-taxable distribution.

13. There were no medical expenses incurred by the Charging Party during the backpay period, and therefore none were added to total net backpay.

14. The Charging Party incurred necessary expenses in performing interim employment that he would not have otherwise incurred, such as mileage. In order for the Charging Party to retain his interim employment, it has been necessary that he commute greater distances to his interim employers than had he driven to his employment with Respondents. The mileage amount at the United States Governmental rate⁷ for the additional distances driven have been added as interim expenses to the net backpay. Based on the above, the Charging Party incurred quarterly interim expenses totaling \$21,354. See Schedule K and Schedule E.

15. In order to determine the total net backpay and expenses owed to the Charging Party, it is necessary to add the quarterly interim expenses (paragraph 14) and the projected 401(k) balance (paragraph 12) to the total net backpay (paragraph 11(c)). Based upon the above, the total net backpay, 401(k) non-taxable distribution, bonuses and interim expenses due the Charging Party is ~~\$48,709~~49,817.

16. (a) In order to fully remedy the unfair labor practices set forth above, the General Counsel seeks an order requiring that the Charging Party be made whole, including, but not limited to, payment for reasonable consequential economic harm he incurred as a result of Respondents' unlawful conduct.

(b) The Charging Party withdrew \$753 from his 401(k) account in July ~~2016~~2013, which he would not have otherwise withdrawn but for the economic harm caused by Respondents' unlawful conduct. The Charging Party incurred a 10% penalty on his withdrawal, which amounted to \$75.

(c) By withdrawing \$753 from his 401(k) account, the Charging Party lost the gains that he would have otherwise earned had the money remained in his 401(k) fund. Schedule

⁷ The United States Government mileage rates in effect during the relevant time period were utilized, as reflected in Schedule K.

I shows the return on investment the Charging Party would have received had he left the money in his 401(k) fund. Based upon the appropriate market rates of return, the \$753 would have grown to \$1,173 if it had not been withdrawn. The difference between the projected ending balance of \$1,173 and the \$753 that the Charging Party withdrew is \$420. See Schedule I.

(d) The amount of consequential economic harm incurred by the Charging Party is the 401(k) withdrawal penalty plus the loss of gains on the amount he withdrew, which totals \$495.

17. In accordance with *AdvoServ of New Jersey, Inc.*,⁸ and *Don Chavas, LLC d/b/a Tortillas Don Chavas and Mariela Soto and Anahi Figueroa*,⁹ the Charging Party is entitled to be compensated for the adverse tax consequences of receiving the lump-sum backpay for a period over 1-year. If not for the unfair labor practices committed by Respondents, the backpay award for the Charging Party would have been paid over more than one year rather than paid in the year Respondents make final payment in the instant case. The backpay for this case should have been earned in 2013, 2014, 2015, and 2016, rather than exclusively in 2017.¹⁰

(a) In order to determine what the appropriate excess tax award should be, the amount of federal and state taxes need to be determined for the backpay as if the monies were paid when they were earned throughout the backpay period, as described below in paragraph 17(c). Also, the amount of federal and state taxes need to be calculated for the lump sum payment if the payment was made this year, as described below in paragraph 17(d). The excess tax liability is calculated as the difference between these two amounts.

(b) The amount of Taxable Income for each year is based on the calculations for backpay in this third amended compliance specification for 2013, 2014, 2015, and 2016, years in which backpay was earned, and the taxable income of the Charging Party is summarized in Schedule J. Using this Taxable Income for the various years, federal and state taxes were calculated using the federal and state tax rates for the appropriate years.¹¹ The federal rates are based on the Charging Party's filing taxes as Married Filing Jointly.

(c) The amount of taxes owed for 2013, 2014, 2015, and 2016 would have been the amounts set forth in Schedule J. The total of these amounts for federal taxes are \$1,5841,695, and for state taxes are \$720673.

(d) The total amount of the lump sum award that is subject to this excess tax award is \$15,840 and is set forth in Schedule J.¹² The lump sum amount is based on the backpay

⁸ 363 NLRB No. 143 (March 11, 2016).

⁹ 361 NLRB No. 10 (August 8, 2014).

¹⁰ All information, including the amounts owed will need to be updated to reflect the actual year of payment.

¹¹ The actual federal tax rates were used, while the state's average tax rate was used for these previous years.

¹² The lump sum amount does not include interest on the amount of backpay owed. Interest should be included in the lump sum amount; however interest continues to accrue until the payment is made. The lump sum amount will need to be adjusted to include interest when the backpay is paid to the Charging Party.

calculations described in this third amended compliance specification.¹³ The amount of taxes owed in 2017, is based on the current federal and state tax rates¹⁴ and on the fact that the Charging Party will be filing his income taxes as Married Filing Jointly. The amount of taxes owed on the lump sum is calculated as \$1,584,169 for federal taxes, and \$673,720 for state taxes, as shown in Schedule J.

(e) The adverse tax consequence is the difference between the amount of taxes on the lump sum amount being paid in 2017, \$1,584, for federal taxes, and \$673, for state taxes, and the amount of taxes that would have been charged if these amounts were paid when the backpay was earned in 2013, 2014, 2015, and 2016, \$1,584,169, for federal taxes and \$720,673, for state taxes. Thus, the excess tax liability is \$0 for federal taxes and \$0 for state taxes, as shown in Schedule E.

(f) The excess tax liability payment that is to be made to the Charging Party is also taxable income and causes additional tax liabilities. Schedule J also includes a calculation for these supplemental taxes. This amount is called the incremental tax liability. The incremental tax includes all of the taxes that the Charging Party will owe on the excess tax payment. This incremental tax is calculated using the federal tax rate used for calculating taxes for the backpay award and the average state tax rate for 2017. The amount is \$0 and is shown in Schedule J.

(g) The Total Excess Taxes is the total tax consequence for the Charging Party receiving a lump-sum award covering a backpay period longer than 1-year. The total Excess Taxes owed to the Charging Party is \$0 which is determined by adding the Excess Taxes and Incremental Taxes as shown in Exhibit J.

18. Summarizing the facts and calculations specified above, and in the above-noted Schedules, Respondents are liable for the backpay and expenses due the Charging Party as described above and set forth below. The obligation of Respondents to make the Charging Party whole under the Board Order and court judgment will be discharged by payment to the Charging Party of \$49,204, plus interest accrued to the date of payment and excess tax liability as described above in paragraph 17,¹⁵ pursuant to such Order and judgment, minus tax withholdings, as required by Federal and State laws.

Category	Amount
Net Backpay	\$ 10,575,116.83
Bonuses	\$ 5,267
401(k) Non-taxable Distribution	\$11,513
Interim Expenses	\$21,354

¹³ Although the backpay period continues to accrue to the present date, there is no excess tax liability for backpay that would have been earned in the year a lump sum award is made.

¹⁴ The actual federal tax rates were used for the current year, while an average state tax rate for the current year was used.

¹⁵ The amount of excess tax liability will need to be updated to reflect the actual date of payment.

Consequential Economic Harm	\$ 495
Excess Taxes	\$ 0
TOTAL	\$49,20450,312

19. In accordance with *AdvoServ of New Jersey, Inc.*, noted above in paragraph 17, Respondents will be required to, within 21 days of the date that the amount of backpay is finally fixed, by agreement or by Board Order, file a report allocating backpay to the appropriate calendar quarters with the Regional Director of Region Seven of the Board.

20. The undersigned reserves the right to amend claims herein which have not been fully calculated.

WHEREFORE, it is prayed that an Order be entered consistent with the above.

ANSWER REQUIREMENT

Respondents are notified that, pursuant to Sections 102.56 of the Board's Rules and Regulations, they must file an answer to the fourth amended compliance specification and notice of hearing. The answer must be **received by this office on or before September 5, 2017, or post marked on or before September 4, 2017.** Unless filed electronically in a pdf format, Respondents should file an original and four copies of the answer with this office.

An answer may also be filed electronically by using the E-Filing system on the Agency's website. In order to file an answer electronically, access the Agency's website at <http://www.nlr.gov>, click on **E-File Documents**, enter the NLRB Case Number, and follow the detailed instructions. The responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that such answer be signed and sworn to by Respondents or by a duly authorized agent with appropriate power of attorney affixed. See Section 102.56(a). If the answer being filed electronically is a pdf document containing the required signature, no paper copies of the answer need to be transmitted to the Regional Office. However, if the electronic version of an answer to the fourth amended compliance specification is not a pdf file containing the required signature, then the E-filing rules require that such answer containing the required signature continue to be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing.

Service of the answer on each of the other parties must still be accomplished in conformance with the requirements of Section 102.114 of the Board's Rules and Regulations. The answer may not be filed by facsimile transmission.

As to all matters set forth in the fourth amended compliance specification that are within the knowledge of Respondents, including but not limited to the various factors entering into the computation of gross backpay, a general denial is not sufficient. See Section 102.56(b) of the Board's Rules and Regulations, a copy of which is attached. Rather, the answer must state the basis for any disagreement with any allegations that are within Respondents' knowledge, and set forth in detail Respondents' position as to the applicable premises and furnish supporting figures.

If no answer is filed or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the unanswered allegations in the fourth amended compliance specification are true. If the answer fails to deny allegation of the fourth amended compliance specification in the manner required under Section 102.56(b) of the Board's Rules and Regulations, and the failure to do so is not adequately explained, the Board may find those unanswered allegations in the fourth amended compliance specification are true and preclude Respondents from introducing any evidence controverting those allegations.

NOTICE OF HEARING

PLEASE TAKE NOTICE THAT on Monday, September 18, 2017, 10:00 a.m. at the **Patrick V. McNamara Federal Building, Room 300, 477 Michigan Avenue, Detroit, Michigan 48226**, and on consecutive days thereafter until concluded, a hearing will be conducted before an administrative law judge of the National Labor Relations Board. At the hearing, Respondents and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this fourth amended compliance specification. The procedures to be followed at the hearing are described in the attached Form NLRB-4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

Dated at Detroit, Michigan, this 14th day of August 2017.



Terry Morgan, Regional Director
National Labor Relations Board
Region Seven
Patrick V. McNamara Federal Building
477 Michigan Avenue, Room 300
Detroit, MI 48226

Attachments

Procedures in NLRB Unfair Labor Practice Hearings

The attached complaint has scheduled a hearing that will be conducted by an administrative law judge (ALJ) of the National Labor Relations Board who will be an independent, impartial finder of facts and applicable law. **You may be represented at this hearing by an attorney or other representative.** If you are not currently represented by an attorney, and wish to have one represent you at the hearing, you should make such arrangements as soon as possible. A more complete description of the hearing process and the ALJ's role may be found at Sections 102.34, 102.35, and 102.45 of the Board's Rules and Regulations. The Board's Rules and regulations are available at the following link: www.nlr.gov/sites/default/files/attachments/basic-page/node-1717/rules_and_regs_part_102.pdf.

The NLRB allows you to file certain documents electronically and you are encouraged to do so because it ensures that your government resources are used efficiently. To e-file go to the NLRB's website at www.nlr.gov, click on "e-file documents," enter the 10-digit case number on the complaint (the first number if there is more than one), and follow the prompts. You will receive a confirmation number and an e-mail notification that the documents were successfully filed.

Although this matter is set for trial, this does not mean that this matter cannot be resolved through a settlement agreement. The NLRB recognizes that adjustments or settlements consistent with the policies of the National Labor Relations Act reduce government expenditures and promote amity in labor relations and encourages the parties to engage in settlement efforts.

I. BEFORE THE HEARING

The rules pertaining to the Board's pre-hearing procedures, including rules concerning filing an answer, requesting a postponement, filing other motions, and obtaining subpoenas to compel the attendance of witnesses and production of documents from other parties, may be found at Sections 102.20 through 102.32 of the Board's Rules and Regulations. In addition, you should be aware of the following:

- **Special Needs:** If you or any of the witnesses you wish to have testify at the hearing have special needs and require auxiliary aids to participate in the hearing, you should notify the Regional Director as soon as possible and request the necessary assistance. Assistance will be provided to persons who have handicaps falling within the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, and 29 C.F.R. 100.603.
- **Pre-hearing Conference:** One or more weeks before the hearing, the ALJ may conduct a telephonic prehearing conference with the parties. During the conference, the ALJ will explore whether the case may be settled, discuss the issues to be litigated and any logistical issues related to the hearing, and attempt to resolve or narrow outstanding issues, such as disputes relating to subpoenaed witnesses and documents. This conference is usually not recorded, but during the hearing the ALJ or the parties sometimes refer to discussions at the pre-hearing conference. You do not have to wait until the prehearing conference to meet with the other parties to discuss settling this case or any other issues.

II. DURING THE HEARING

The rules pertaining to the Board's hearing procedures are found at Sections 102.34 through 102.43 of the Board's Rules and Regulations. Please note in particular the following:

- **Witnesses and Evidence:** At the hearing, you will have the right to call, examine, and cross-examine witnesses and to introduce into the record documents and other evidence.
- **Exhibits:** Each exhibit offered in evidence must be provided in duplicate to the court reporter and a copy of each of each exhibit should be supplied to the ALJ and each party when the exhibit is offered in evidence. If a copy of any exhibit is not available when the original is received, it will be the responsibility of the party offering such exhibit to submit the copy to the ALJ before the close of hearing. If a copy is not

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submitted, and the filing has not been waived by the ALJ, any ruling receiving the exhibit may be rescinded and the exhibit rejected.

- **Transcripts:** An official court reporter will make the only official transcript of the proceedings, and all citations in briefs and arguments must refer to the official record. The Board will not certify any transcript other than the official transcript for use in any court litigation. Proposed corrections of the transcript should be submitted, either by way of stipulation or motion, to the ALJ for approval. Everything said at the hearing while the hearing is in session will be recorded by the official reporter unless the ALJ specifically directs off-the-record discussion. If any party wishes to make off-the-record statements, a request to go off the record should be directed to the ALJ.
- **Oral Argument:** You are entitled, on request, to a reasonable period of time at the close of the hearing for oral argument, which shall be included in the transcript of the hearing. Alternatively, the ALJ may ask for oral argument if, at the close of the hearing, if it is believed that such argument would be beneficial to the understanding of the contentions of the parties and the factual issues involved.
- **Date for Filing Post-Hearing Brief:** Before the hearing closes, you may request to file a written brief or proposed findings and conclusions, or both, with the ALJ. The ALJ has the discretion to grant this request and to will set a deadline for filing, up to 35 days.

III. AFTER THE HEARING

The Rules pertaining to filing post-hearing briefs and the procedures after the ALJ issues a decision are found at Sections 102.42 through 102.48 of the Board's Rules and Regulations. Please note in particular the following:

- **Extension of Time for Filing Brief with the ALJ:** If you need an extension of time to file a post-hearing brief, you must follow Section 102.42 of the Board's Rules and Regulations, which requires you to file a request with the appropriate chief or associate chief administrative law judge, depending on where the trial occurred. You must immediately serve a copy of any request for an extension of time on all other parties and furnish proof of that service with your request. You are encouraged to seek the agreement of the other parties and state their positions in your request.
- **ALJ's Decision:** In due course, the ALJ will prepare and file with the Board a decision in this matter. Upon receipt of this decision, the Board will enter an order transferring the case to the Board and specifying when exceptions are due to the ALJ's decision. The Board will serve copies of that order and the ALJ's decision on all parties.
- **Exceptions to the ALJ's Decision:** The procedure to be followed with respect to appealing all or any part of the ALJ's decision (by filing exceptions with the Board), submitting briefs, requests for oral argument before the Board, and related matters is set forth in the Board's Rules and Regulations, particularly in Section 102.46 and following sections. A summary of the more pertinent of these provisions will be provided to the parties with the order transferring the matter to the Board.

NLRB Backpay Calculation

Case Name: Lou's Transport

Case Number: 07-CA-102517

Claimant: Gary Forsyth

Backpay period:

3/27/13-8/22/16

Schedule A

Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	-Interim Expenses	BONUSES	Net Backpay & Expenses
2013	1	1/5				-					
2013	1	1/12				-					
2013	1	1/19				-					
2013	1	1/26				-					
2013	1	2/2				-					
2013	1	2/9				-					
2013	1	2/16				-					
2013	1	2/23				-					
2013	1	3/2				-					
2013	1	3/9				-					
2013	1	3/16				-					
2013	1	3/23				-					
2013	1	3/30	26.4	14.36	14.01	672					
2013	1	Total				672		672	-	-	672
2013	2	4/6	40	14	14.01	855					
2013	2	4/13	40	13.25	14.01	839					
2013	2	4/20	40	9	14.01	750					
2013	2	4/27	40	9.5	14.01	760					
2013	2	5/4	40	31	14.01	1,212					
2013	2	5/11	40	31.75	14.01	1,228					
2013	2	5/18	40	25.5	14.01	1,096					
2013	2	5/25	40	25.5	14.01	1,096					
2013	2	6/1	40	17	14.01	918					
2013	2	6/8	40	17.25	14.01	923					
2013	2	6/15	40	29.5	14.49	1,221					
2013	2	6/22	40	29.5	14.49	1,221					
2013	2	6/29	40	25.75	14.49	1,139					
2013	2	Total				13,256	-	13,256	-	-	13,256
2013	3	7/6	48	25.75	14.49	1,255					
2013	3	7/13	40	28	14.49	1,188					
2013	3	7/20	40	28.75	14.49	1,204					
2013	3	7/27	40	25	14.49	1,123					
2013	3	8/3	48	25	14.49	1,239					
2013	3	8/10	40	30	14.49	1,232					
2013	3	8/17	40	30.25	14.49	1,237					
2013	3	8/24	40	28	14.49	1,188					
2013	3	8/31	40	28.25	14.49	1,194					
2013	3	9/7	40	26	14.49	1,145					
2013	3	9/14	48	26.75	14.49	1,277					
2013	3	9/21	40	36.5	14.49	1,373					
2013	3	9/28	40	36.5	14.49	1,373					

Case Name: Lou's Transport

Case Number: 07-CA-102517

Claimant: Gary Forsyth

Backpay period:

Schedule A

3/27/13-8/22/16

Year	Qtr	Week	Reg	OT	Hourly	Gross	Quarter	Net Backpay	Interim	BONUSES	Net Backpay &
		End	Hours	Hours	Rate	Backpay	Interim		Expenses		Expenses
							Earnings				
2013	3	Total				16,028		16,028		-	16,028
2013	4	10/5	40	27.5	14.49	1,177					
2013	4	10/12	40	27.5	14.49	1,177					
2013	4	10/19	40	37.75	14.49	1,400					
2013	4	10/26	48	37.75	14.49	1,516					
2013	4	11/2	39	14	14.49	869					
2013	4	11/9	39.75	14.25	14.49	886					
2013	4	11/16	40	24	14.49	1,101					
2013	4	11/23	40	24.75	14.49	1,118					
2013	4	11/30	45	4	14.49	739					
2013	4	12/7	37.75		14.49	547					
2013	4	12/14	40	2	14.49	623					
2013	4	12/21	40	2.25	14.49	629					
2013	4	12/28	40		14.49	580					
2013	4	Total				12,362		12,362		-	12,362
2014	1	1/4	40		14.49	580					
2014	1	1/11	29.25		14.49	424					
2014	1	1/18	40	15.75	14.49	922					
2014	1	1/25	20		14.49	290					
2014	1	2/1	21.25		14.49	308					
2014	1	2/8	40	9	14.49	775					
2014	1	2/15	40	9.75	14.49	792					
2014	1	2/22	35		14.49	507					
2014	1	3/1	40	13.25	14.49	868					
2014	1	3/8	32		14.49	464					
2014	1	3/15	40	1.75	14.49	618					
2014	1	3/22	40	6	16.25	796					
2014	1	3/29	8		16.25	130					
2014	1	Total				7,472	-	7,472		-	7,472
2014	2	4/5	40	22	16.25	1,186					
2014	2	4/12	40	22.25	16.25	1,192					
2014	2	4/19	40	18	16.25	1,089					
2014	2	4/26	40	17.75	16.25	1,083					
2014	2	5/3	40	29	16.25	1,357					
2014	2	5/10	40	28.25	16.25	1,339					
2014	2	5/17	40	27	16.25	1,308					
2014	2	5/24	40	27.75	16.25	1,326					
2014	2	5/31	40	26	16.75	1,323					
2014	2	6/7	48	26.5	16.75	1,470					
2014	2	6/14	40	31.5	16.75	1,461					

Case Name: Lou's Transport

Case Number: 07-CA-102517

Claimant: Gary Forsyth

Backpay period:

3/27/13-8/22/16

Schedule A

Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	BONUSES	Net Backpay & Expenses
2014	2	6/21	40	40	16.75	1,675					
2014	2	6/28	40	15	16.75	1,047					
2014	2	Total				16,856	-	16,856		-	16,856
2014	3	7/5	40	15.5	16.75	1,059					
2014	3	7/12	40	33	16.75	1,499					
2014	3	7/19	40	33.25	16.75	1,505					
2014	3	7/26	40	34	16.75	1,524					
2014	3	8/2	40	40	16.75	1,675					
2014	3	8/9	48	28.25	16.75	1,514					
2014	3	8/16	40	28	16.75	1,374					
2014	3	8/23	40	26	16.75	1,323					
2014	3	8/30	40	26.25	16.75	1,330					
2014	3	9/6	48	22	16.75	1,357					
2014	3	9/13	40	21.75	16.75	1,216					
2014	3	9/20	40	27.5	16.75	1,361					
2014	3	9/27	40	28	16.75	1,374					
2014	3	Total				18,111	14,627	3,484		-	3,484
2014	4	10/4	40	20	16.75	1,173					
2014	4	10/11	40	20.5	16.75	1,185					
2014	4	10/18	40	32.75	16.75	1,493					
2014	4	10/25	40	33	16.75	1,499					
2014	4	11/1	40	22	16.75	1,223					
2014	4	11/8	40	22.75	16.75	1,242					
2014	4	11/15	40	21	16.75	1,198					
2014	4	11/22	40	21.75	16.75	1,216					
2014	4	11/29	40	2	16.75	720					
2014	4	12/6	48	2.25	16.75	861				2,900	
2014	4	12/13	40	10.5	16.75	934					
2014	4	12/20	40	10.5	16.75	934					
2014	4	12/27	29.75		16.75	498					
2014	4	Total				14,175	-	14,175		2,900	17,075
2015	1	1/3	30		16.75	503					
2015	1	1/10	40	11	16.75	946					
2015	1	1/17	40	11.75	16.75	965					
2015	1	1/24	40	17	16.75	1,097					
2015	1	1/31	40	17	16.75	1,097					
2015	1	2/7	40	17	16.75	1,097					
2015	1	2/14	40	17.5	16.75	1,110					
2015	1	2/21	40	16.5	16.75	1,085					
2015	1	2/28	40	16.5	16.75	1,085					

Case Name: Lou's Transport
Case Number: 07-CA-102517

Claimant: Gary Forsyth

Backpay period:

3/27/13-8/22/16

Schedule A

Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	BONUSES	Net Backpay & Expenses
2015	1	3/7	40	18.5	16.75	1,135					
2015	1	3/14	40	19	16.75	1,147					
2015	1	3/21				-					
2015	1	3/28				-					
2015	1	Total				11,266	-	11,266		-	11,266
2015	3	7/4	48	11	17.25	1,113					
2015	3	7/11	40	23	17.25	1,285					
2015	3	7/18	40	22.75	17.25	1,279					
2015	3	7/25	40	24	17.25	1,311					
2015	3	8/1	40	23.75	17.25	1,305					
2015	3	8/8	40	23	17.25	1,285					
2015	3	8/15	40	24	17.25	1,311					
2015	3	8/22	40	21.5	17.25	1,246					
2015	3	8/29	40	21.5	17.25	1,246					
2015	3	9/5	48	17	17.25	1,268					
2015	3	9/12	40	16.75	17.25	1,123					
2015	3	9/19	40	28	17.25	1,415					
2015	3	9/26	40	28.25	17.25	1,421					
2015	3	Total				16,607	-	16,607		-	16,607
2015	4	10/3	48	12	17.25	1,139					
2015	4	10/10	40	12	17.25	1,001					
2015	4	10/17	40	19.25	17.25	1,188					
2015	4	10/24	40	20	17.25	1,208					
2015	4	10/31	40	13	17.25	1,026					
2015	4	11/7	40	14.75	17.25	1,072					
2015	4	11/14	40	17.5	17.25	1,143					
2015	4	11/21	40	17.5	17.25	1,143					
2015	4	11/28	40.75	8.75	17.25	929					
2015	4	12/5	40	9	17.25	923					
2015	4	12/12	40	15.5	17.25	1,091					
2015	4	12/19	40	16	17.25	1,104					
2015	4	12/26	31		17.25	535					
2015	4	Total				13,500	-	13,500		-	13,500
2016	1	1/2	31.5		17.25	543					
2016	1	1/9	20.5		17.25	354					
2016	1	1/16	21		17.25	362					
2016	1	1/23	16.25		17.25	280					
2016	1	1/30	40	7	17.25	871					
2016	1	2/6	38		17.25	656					
2016	1	2/13	38.5		17.25	664					

Case Name: Lou's Transport

Case Number: 07-CA-102517

Claimant: Gary Forsyth

Backpay period:

Schedule A

3/27/13-8/22/16

Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	BONUSES	Net Backpay & Expenses
2016	1	2/20	9.75		17.25	168					
2016	1	2/27	40	11.5	17.25	988					
2016	1	3/5	20.75		17.25	358					
2016	1	3/12	40	14.25	17.25	1,059					
2016	1	3/19	40	7	17.25	871					
2016	1	3/26	40	6.5	17.25	858					
2016	1	Total				8,032	-	8,032		-	8,032
2016	2	4/2	39.25		17.25	677					
2016	2	4/9	40	11	17.25	975					
2016	2	4/16	40	16.25	19.25	1,239					
2016	2	4/23	40	17	19.25	1,261					
2016	2	4/30	48	20	19.25	1,502					
2016	2	5/7	48	20.25	19.25	1,509					
2016	2	5/14	40	41.75	19.25	1,976					
2016	2	5/21	40	42	19.25	1,983				1,100	
2016	2	5/28	40	14.5	19.25	1,189					
2016	2	6/4	48	14.5	19.25	1,343					
2016	2	6/11	40	21.25	19.25	1,384					
2016	2	6/18	40	21.25	19.25	1,384					
2016	2	6/25	40	21.75	19.25	1,398					
2016	2	Total				17,817	-	17,817		1,100	18,917
2016	3	7/2	40	22	19.25	1,405					
2016	3	7/9	40	19	19.25	1,319					
2016	3	7/16	48	18	19.25	1,444					
2016	3	7/23	40	19	19.25	1,319					
2016	3	7/30	40	19.25	19.25	1,326					
2016	3	8/6	40	22	19.25	1,405					
2016	3	8/13	40	22	19.25	1,405					
2016	3	8/20	40	23.75	19.25	1,456					
2016	3	8/27				-					
2016	3	9/3				-					
2016	3	9/10				-					
2016	3	9/17				-					
2016	3	9/24				-					
2016	3	Total				11,078	-	11,078	-	-	11,078

Totals	162,606	-	4,000	166,606
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Net Backpay (Withholdings)	162,606
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Case Name: Lou's Transport

Case Number: 07-CA-102517

Claimant: Gary Forsyth

Backpay period:

3/27/13-8/22/16

Schedule A

Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	BONUSES	Net Backpay & Expenses
										BONUSES	4,000

Case Name: Lou's Transport
Case Number: 07-CA-102517Claimant: **Ronnie Smith**

Backpay period:

Schedule B

3/27/2013-8/22/2016

Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	BONUSES	Net Backpay & Expenses
2013	1	1/5				-					
2013	1	1/12				-					
2013	1	1/19				-					
2013	1	1/26				-					
2013	1	2/2				-					
2013	1	2/9				-					
2013	1	2/16				-					
2013	1	2/23				-					
2013	1	3/2				-					
2013	1	3/9				-					
2013	1	3/16				-					
2013	1	3/23				-					
2013	1	3/30	26.4	6.435	14.01	505					
2013	1	Total				505		505	-	-	505
2013	2	4/6	33	7	14.01	609					
2013	2	4/13	33	7.75	14.01	625					
2013	2	4/20	40	20.75	14.49	1,031					
2013	2	4/27	40	21	14.49	1,036					
2013	2	5/4	40	25.75	14.49	1,139					
2013	2	5/11	40	26	14.49	1,145					
2013	2	5/18	40	25	14.49	1,123					
2013	2	5/25	40	25.75	14.49	1,139					
2013	2	6/1	37	21.5	14.49	1,003					
2013	2	6/8	36.75	21.5	14.49	1,000					
2013	2	6/15	44	26.5	14.49	1,214					
2013	2	6/22	44	26.75	14.49	1,219					
2013	2	6/29	40	25	14.49	1,123					
2013	2	Total				13,406		13,406	-	-	13,406
2013	3	7/6	48	25	14.49	1,239					
2013	3	7/13	40	34.25	14.49	1,324					
2013	3	7/20	40	34.25	14.49	1,324					
2013	3	7/27	40	22	14.49	1,058					
2013	3	8/3	40	22	14.49	1,058					
2013	3	8/10	40	29	14.49	1,210					
2013	3	8/17	40	29	14.49	1,210					
2013	3	8/24	40	23.25	14.49	1,085					
2013	3	8/31	40	23.25	14.49	1,085					
2013	3	9/7	40	26.25	14.49	1,150					
2013	3	9/14	40	26.5	14.49	1,156					
2013	3	9/21	40	33	14.49	1,297					
2013	3	9/28	40	33	14.49	1,297					

Case Name: Lou's Transport

Case Number: 07-CA-102517

Claimant: Ronnie Smith

Backpay period:

Schedule B

3/27/2013-8/22/2016

Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	BONUSES	Net Backpay & Expenses
2013	3	Total				15,492	14,557	935		-	935
2013	4	10/5	40	33	14.49	1,297					
2013	4	10/12	40	33.25	14.49	1,302					
2013	4	10/19	40	29.5	14.49	1,221					
2013	4	10/26	40	30	14.49	1,232					
2013	4	11/2	40	24.25	14.49	1,107					
2013	4	11/9	40	24.25	14.49	1,107					
2013	4	11/16	40	16.5	14.49	938					
2013	4	11/23	40	16.5	14.49	938					
2013	4	11/30	48	15.5	14.49	1,032					
2013	4	12/7	40	15.5	14.49	916					
2013	4	12/14	40	9.25	14.49	781				1,234	
2013	4	12/21	40	9.25	14.49	781					
2013	4	12/28	48	10	14.49	913	\$ -				
2013	4	Total				13,564	13,568	-		1,234	1,234
2014	1	1/4	48	10	14.49	913					
2014	1	1/11	38		14.49	551					
2014	1	1/18	40	12.75	14.49	857					
2014	1	1/25	27.75		14.49	402					
2014	1	2/1	28		14.49	406					
2014	1	2/8	40	8.25	14.49	759					
2014	1	2/15	40	8.25	14.49	759					
2014	1	2/22	40	9.5	14.49	786					
2014	1	3/1	40	9.5	14.49	786					
2014	1	3/8	36.5	5.5	14.49	648					
2014	1	3/15	36.5	5.25	14.49	643					
2014	1	3/22	30.25		16.25	492					
2014	1	3/29	30.25		16.25	492					
2014	1	Total				8,493	-	8,493		-	8,493
2014	2	4/5	40	9.25	16.25	875					
2014	2	4/12	40	9.25	16.25	875					
2014	2	4/19	40	16.25	16.75	1,078					
2014	2	4/26	40	16.5	16.75	1,085					
2014	2	5/3	40	31.5	16.75	1,461					
2014	2	5/10	40	31.75	16.75	1,468					
2014	2	5/17	40	32	16.75	1,474					
2014	2	5/24	40	27	16.25	1,334					
2014	2	5/31	44	23	16.75	1,305					
2014	2	6/7	44	23	16.75	1,305					
2014	2	6/14	40	32.75	16.75	1,493					

Case Name: Lou's Transport

Case Number: 07-CA-102517

Claimant: Ronnie Smith

Backpay period:

3/27/2013-8/22/2016

Schedule B

Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	BONUSES	Net Backpay & Expenses
2014	2	6/21	40	33	16.75	1,499					
2014	2	6/28	40	10.75	18.25	1,024					
2014	2	Total				16,277	-	16,277		-	16,277
2014	3	7/5	48	29.75	16.75	1,551					
2014	3	7/12	40	32.5	16.93	1,503					
2014	3	7/19	40	32.5	16.93	1,503					
2014	3	7/26	40	34	17.42	1,585					
2014	3	8/2	40	34	17.42	1,585					
2014	3	8/9	40	29.25	16.75	1,405					
2014	3	8/16	40	29.25	16.75	1,405					
2014	3	8/23	40	25	17.39	1,347					
2014	3	8/30	40	25	17.39	1,347					
2014	3	9/6	48	17.5	16.75	1,244					
2014	3	9/13	40	17.75	16.75	1,116					
2014	3	9/20	40	31.25	17.32	1,505					
2014	3	9/27	40	31.25	17.32	1,505					
2014	3	Total				18,600	14,627	3,973		-	3,973
2014	4	10/4	40	27.75	18.13	1,480					
2014	4	10/11	40	27.75	18.13	1,480					
2014	4	10/18	40	30	17.60	1,496					
2014	4	10/25	40	30.25	18	1,503					
2014	4	11/1	40	27.75	16.88	1,378					
2014	4	11/8	40	27.75	16.88	1,378					
2014	4	11/15	40	23	16.75	1,248					
2014	4	11/22	40	23.25	16.75	1,254					
2014	4	11/29	38	11.5	16.75	925					
2014	4	12/6	30.25	11.25	16.75	789					
2014	4	12/13	40	10	16.75	921				2,500	
2014	4	12/20	40	10.25	16.75	928					
2014	4	12/27	37		16.75	620					
2014	4	Total				15,399	-	15,399		2,500	17,899
2015	1	1/3	37		16.75	620					
2015	1	1/10	38.5		17.52	675					
2015	1	1/17	38.5		17.52	675					
2015	1	1/24	40	9	18.75	1,003					
2015	1	1/31	40	9	18.75	1,003					
2015	1	2/7	40	2.25	18.25	792					
2015	1	2/14	40	2.25	18.25	792					
2015	1	2/21	40	6	16.75	821					
2015	1	2/28	40	6	16.75	821					

Case Name: Lou's Transport

Case Number: 07-CA-102517

Claimant: **Ronnie Smith**

Backpay period:

Schedule B

3/27/2013-8/22/2016

Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	BONUSES	Net Backpay & Expenses
2015	1	3/7	40	6.75	18.62	933					
2015	1	3/14	40	7	18.62	940					
2015	1	3/21	44.75		17.63	789					
2015	1	3/28	44.75		17.63	789					
2015	1	Total				10,651	-	10,651		-	10,651
2015	2	4/4	36.5	0.5	17.61	656					
2015	2	4/11	36.25	0.75	17.61	658					
2015	2	4/18	40	5.5	16.93	817					
2015	2	4/25	40	5.75	16.93	823					
2015	2	5/2	40	24.25	17.25	1,317					
2015	2	5/9	40	24.25	17.25	1,317					
2015	2	5/16	40	31	17.25	1,492					
2015	2	5/23	40	31	17.25	1,492					
2015	2	5/30	44	22.5	17.25	1,341					
2015	2	6/6	44	22.5	17.25	1,341					
2015	2	6/13	40	27.75	17.25	1,408					
2015	2	6/20	40	27.75	17.25	1,408					
2015	2	6/27	40	18.75	17.25	1,175					
2015	2	Total				15,247	-	15,247		-	15,247
2015	3	7/4	48	19	17.25	1,320					
2015	3	7/11	40	16.5	17.25	1,117					
2015	3	7/18	40	16.5	17.25	1,117					
2015	3	7/25	40	35.25	17.25	1,602					
2015	3	8/1	40	35.25	17.25	1,602					
2015	3	8/8	40	28.5	17.25	1,427					
2015	3	8/15	40	28.75	17.25	1,434					
2015	3	8/22	40	30.25	17.25	1,473					
2015	3	8/29	40	30.25	17.25	1,473					
2015	3	9/5	40	20.5	17.25	1,220					
2015	3	9/12	48	20.5	17.25	1,358					
2015	3	9/19	40	33.75	17.25	1,563					
2015	3	9/26	40	33.75	17.25	1,563					
2015	3	Total				18,270	-	18,270		-	18,270
2015	4	10/3	40	27	17.25	1,389					
2015	4	10/10	0		17.25	-					
2015	4	10/17	40	24.75	17.25	1,330					
2015	4	10/24	40	25.75	17.25	1,366					
2015	4	10/31	40	24	17.25	1,311					
2015	4	11/7	40	23.75	17.25	1,305					
2015	4	11/14	40	18.25	17.25	1,162					

NLRB Backpay Calculation

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Case Name: Lou's Transport

Case Number: 07-CA-102517

Claimant: Ronnie Smith

Backpay period:

3/27/2013-8/22/2016

Schedule B

Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	BONUSES	Net Backpay & Expenses
2015	4	11/21	40	18.25	17.25	1,162					
2015	4	11/28	40.5	7.5	17.25	893					
2015	4	12/5	40	7.75	17.25	891					
2015	4	12/12	18.5		17.25	319				2,000	
2015	4	12/19	18.75		17.25	323					
2015	4	12/26				-					
2015	4	Total				11,441	-	11,441		2,000	13,441
2016	1	1/2				-					
2016	1	1/9				-					
2016	1	1/16				-					
2016	1	1/23				-					
2016	1	1/30				-					
2016	1	2/6	6.25		17.25	108					
2016	1	2/13	6.25		17.25	108					
2016	1	2/20	19.5		17.25	336					
2016	1	2/27	19.5		17.25	336					
2016	1	3/5	39.5	6	17.25	837					
2016	1	3/12	40	6	17.25	845					
2016	1	3/19	47.25	6	17.25	970					
2016	1	3/26	48	6	17.25	983					
2016	1	Total				4,524	-	4,524		-	4,524
2016	2	4/2	40		17.25	690					
2016	2	4/9	40		17.25	690					
2016	2	4/16	40	22	19.25	1,405					
2016	2	4/23	40	22	19.25	1,405					
2016	2	4/30	40	22	19.25	1,405					
2016	2	5/7	40	21.75	19.25	1,398					
2016	2	5/14	40	25	19.25	1,492					
2016	2	5/21	40	26.5	19.25	1,535					
2016	2	5/28	40	19.5	19.25	1,333				800	
2016	2	6/4	48	20	19.25	1,502					
2016	2	6/11	40	29.5	19.25	1,622					
2016	2	6/18	40	29.5	19.25	1,622					
2016	2	6/25	40	27.5	19.25	1,564					
2016	2	Total				17,663	-	17,663		800	18,463
2016	3	7/2	40	27.75	19.25	1,571					
2016	3	7/9	48	26	19.25	1,675					
2016	3	7/16	50	26.25	19.25	1,720					
2016	3	7/23	40	32	19.25	1,694					
2016	3	7/30	40	32	19.25	1,694					

Case Name: Lou's Transport

Case Number: 07-CA-102517

Claimant: Ronnie Smith

Backpay period:

3/27/2013-8/22/2016

Schedule B

Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	BONUSES	Net Backpay & Expenses
2016	3	8/6	40	24.75	19.25	1,485					
2016	3	8/13	40	24.75	19.25	1,485					
2016	3	8/20	40	24	19.25	1,463					
2016	3	8/27				-					
2016	3	9/3				-					
2016	3	9/10				-					
2016	3	9/17				-					
2016	3	9/24				-					
2016	3	Total				12,787	-	12,787	-	-	12,787

Totals	149,571	-	6,534	156,105
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Net Backpay (Withholdings)	149,571
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Bonuses	6,534
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NLRB Backpay Calculation

Case Name: Lou's Transport

Schedule C

Case Number: 07-CA-102517

Backpay period:

Claimant: Michael Hershey

3/27/13-8/22/16

Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Bonuses
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2013	1	1/5				-	
2013	1	1/12				-	
2013	1	1/19				-	
2013	1	1/26				-	
2013	1	2/2				-	
2013	1	2/9				-	
2013	1	2/16				-	
2013	1	2/23				-	
2013	1	3/2				-	
2013	1	3/9				-	
2013	1	3/16				-	
2013	1	3/23				-	
2013	1	3/30	26.4	10.4	13.30	559	
2013	1	Total				559	

2013	2	4/6	36.5	10.5	13.30	695	
2013	2	4/13	36.5	10.5	13.30	695	
2013	2	4/20	40	14.88	13.30	829	
2013	2	4/27	40	15.25	13.30	836	
2013	2	5/4	40	28.38	13.30	1,098	
2013	2	5/11	40	28.88	13.30	1,108	

NLRB Backpay Calculation

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Case Name: Lou's Transport
Case Number: 07-CA-102517

Schedule C
Backpay period:

Claimant: **Michael Hershey**

3/27/13-8/22/16

2013	2	5/18	40	25.25	13.30	1,036
2013	2	5/25	40	25.63	13.30	1,043
2013	2	6/1	38.5	19.25	13.30	896
2013	2	6/8	38.38	19.38	13.30	897
2013	2	6/15	42	28	13.30	1,117
2013	2	6/22	42	28.13	13.30	1,120
2013	2	6/29	40	25.38	13.30	1,038
2013	2	Total				12,408

2013	3	7/6	48	25.38	13.30	1,145
2013	3	7/13	40	31.13	14.01	1,214
2013	3	7/20	40	31.5	14.01	1,222
2013	3	7/27	40	23.5	14.01	1,054
2013	3	8/3	44	23.5	14.01	1,110
2013	3	8/10	40	29.5	14.01	1,180
2013	3	8/17	40	29.63	14.01	1,183
2013	3	8/24	40	25.63	14.01	1,099
2013	3	8/31	40	25.75	14.01	1,102
2013	3	9/7	40	26.13	14.01	1,109
2013	3	9/14	44	26.63	14.01	1,176
2013	3	9/21	40	34.75	14.01	1,291
2013	3	9/28	40	34.75	14.01	1,291
2013	3	Total				15,177

2013	4	10/5	40	30.25	14.01	1,196
2013	4	10/12	40	30.38	14.01	1,199
2013	4	10/19	40	33.63	14.01	1,267
2013	4	10/26	44	33.88	14.01	1,328
2013	4	11/2	39.5	19.13	14.01	955
2013	4	11/9	39.88	19.25	14.01	963
2013	4	11/16	40	20.25	14.01	986
2013	4	11/23	40	20.63	14.01	994

NLRB Backpay Calculation

3

Case Name: Lou's Transport

Schedule C

Case Number: 07-CA-102517

Backpay period:

Claimant: Michael Hershey

3/27/13-8/22/16

2013	4	11/30	46.5	9.75	14.01	856	
2013	4	12/7	38.88	7.75	14.01	708	
2013	4	12/14	40	5.625	14.01	679	617
2013	4	12/21	40	5.75	14.01	681	
2013	4	12/28	44	5	14.01	722	
2013	4	Total				12,534	617
2014	1	1/4	44	5	14.01	722	
2014	1	1/11	33.63	0	14.01	471	
2014	1	1/18	40	14.25	14.01	860	
2014	1	1/25	27.75	0	14.01	389	
2014	1	2/1	28	0	14.01	392	
2014	1	2/8	40	8.625	14.01	742	
2014	1	2/15	40	9	14.01	750	
2014	1	2/22	37.5	4.75	14.01	625	
2014	1	3/1	40	11.38	14.01	799	
2014	1	3/8	34.25	2.75	14.01	538	
2014	1	3/15	38.25	3.5	14.01	609	
2014	1	3/22	35.13	3	15.75	624	
2014	1	3/29	30.25	0	15.75	476	
2014	1	Total				7,997	
2014	2	4/5	40	15.63	15.75	999	
2014	2	4/12	40	15.75	15.75	1,002	
2014	2	4/19	40	17.13	15.75	1,035	
2014	2	4/26	40	17.13	15.75	1,035	
2014	2	5/3	40	30.25	15.75	1,345	
2014	2	5/10	40	30	15.75	1,339	
2014	2	5/17	40	29.5	15.94	1,343	
2014	2	5/24	40	27.38	15.94	1,292	
2014	2	5/31	42	24.5	15.75	1,240	
2014	2	6/7	46	24.75	15.75	1,309	

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NLRB Backpay Calculation

4

Case Name: Lou's Transport

Case Number: 07-CA-102517

Schedule C

Backpay period:

Claimant: Michael Hershey

3/27/13-8/22/16

2014	2	6/14	40	32.13	15.75	1,389	
2014	2	6/21	40	36.5	15.75	1,492	
2014	2	6/28	40	12.88	18.11	1,074	
2014	2	Total				15,894	
2014	3	7/5	44	22.63	15.75	1,228	
2014	3	7/12	40	32.75	16.48	1,469	
2014	3	7/19	40	32.88	16.48	1,472	
2014	3	7/26	40	34	16.97	1,544	
2014	3	8/2	40	37	16.97	1,621	
2014	3	8/9	44	28.75	16.25	1,416	
2014	3	8/16	40	28.63	16.25	1,348	
2014	3	8/23	40	25.5	17.08	1,337	
2014	3	8/30	40	25.63	17.08	1,340	
2014	3	9/6	48	19.75	16.25	1,261	
2014	3	9/13	40	19.75	16.25	1,131	
2014	3	9/20	40	29.38	17.05	1,433	
2014	3	9/27	40	29.63	17.05	1,440	
2014	3	Total				18,039	
2014	4	10/4	40	23.88	18.15	1,376	
2014	4	10/11	40	24.13	18.15	1,383	
2014	4	10/18	40	31.38	17.29	1,505	
2014	4	10/25	40	31.63	17.29	1,512	
2014	4	11/1	40	24.88	16.41	1,269	
2014	4	11/8	40	25.25	16.41	1,278	
2014	4	11/15	40	22	16.25	1,186	
2014	4	11/22	40	22.5	16.25	1,198	
2014	4	11/29	39	6.75	16.25	798	
2014	4	12/6	39.13	6.75	16.25	800	1,450
2014	4	12/13	40	10.25	16.25	900	1,250
2014	4	12/20	40	10.38	16.25	903	

NLRB Backpay Calculation

Case Name: Lou's Transport

Schedule C

Case Number: 07-CA-102517

Backpay period:

Claimant: Michael Hershey

3/27/13-8/22/16

2014	4	12/27	33.38	0	16.25	542	
2014	4	Total				14,651	2,700
2015	1	1/3	33.5	0	16.25	544	
2015	1	1/10	39.25	5.5	17.01	808	
2015	1	1/17	39.25	5.875	17.01	818	
2015	1	1/24	40	13	16.25	967	
2015	1	1/31	40	13	16.25	967	
2015	1	2/7	40	9.625	17.36	945	
2015	1	2/14	40	9.875	17.36	952	
2015	1	2/21	40	11.25	16.25	924	
2015	1	2/28	40	11.25	16.25	924	
2015	1	3/7	40	12.63	18.25	1,076	
2015	1	3/14	40	13	18.25	1,086	
2015	1	3/21	44.75	0	16.25	727	
2015	1	3/28	44.75	0	16.25	727	
2015	1	Total				11,465	
2015	2	4/4	36.5	0.5	17.29	644	
2015	2	4/11	36.25	0.75	17.29	646	
2015	2	4/18	40	5.5	16.54	798	
2015	2	4/25	40	5.75	16.54	804	
2015	2	5/2	40	24.25	16.25	1,241	
2015	2	5/9	40	24.25	16.25	1,241	
2015	2	5/16	40	31	16.25	1,406	
2015	2	5/23	40	31	16.25	1,406	
2015	2	5/30	44	22.5	16.25	1,263	
2015	2	6/6	44	22.5	16.25	1,263	
2015	2	6/13	40	27.75	16.25	1,326	
2015	2	6/20	40	27.75	16.25	1,326	
2015	2	6/27	40	18.75	16.25	1,107	
2015	2	Total				14,473	

NLRB Backpay Calculation

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Case Name: Lou's Transport

Schedule C

Case Number: 07-CA-102517

Backpay period:

Claimant: **Michael Hershey**

3/27/13-8/22/16

2015	3	7/4	44	15	16.25	1,081	
2015	3	7/11	40	19.75	16.75	1,166	
2015	3	7/18	40	19.63	16.75	1,163	
2015	3	7/25	40	29.63	16.75	1,414	
2015	3	8/1	40	29.5	16.75	1,411	
2015	3	8/8	40	25.75	16.75	1,317	
2015	3	8/15	40	26.38	16.75	1,333	
2015	3	8/22	40	25.88	16.75	1,320	
2015	3	8/29	40	25.88	16.75	1,320	
2015	3	9/5	44	18.75	16.75	1,208	
2015	3	9/12	44	18.63	16.75	1,205	
2015	3	9/19	40	30.88	16.75	1,446	
2015	3	9/26	40	31	16.75	1,449	
2015	3	Total				16,833	
2015	4	10/3	44	19.5	16.75	1,227	
2015	4	10/10	40	12	16.75	972	
2015	4	10/17	40	22	16.75	1,223	
2015	4	10/24	40	22.88	16.75	1,245	
2015	4	10/31	40	18.5	16.75	1,135	
2015	4	11/7	40	19.25	16.75	1,154	
2015	4	11/14	40	17.88	16.75	1,119	
2015	4	11/21	40	17.88	16.75	1,119	
2015	4	11/28	40.63	8.125	16.75	885	
2015	4	12/5	40	8.375	16.75	880	
2015	4	12/12	40	15.5	16.75	1,059	1,000
2015	4	12/19	40	16	16.75	1,072	
2015	4	12/26	31	0	16.75	519	
2015	4	Total				13,608	1,000
2016	1	1/2	31.5	0	16.75	528	

NLRB Backpay Calculation

Case Name: Lou's Transport

Case Number: 07-CA-102517

Schedule C

Backpay period:

Claimant: Michael Hershey

3/27/13-8/22/16

2016	1	1/9	20.5	0	16.75	343	
2016	1	1/16	21	0	16.75	352	
2016	1	1/23	16.25	0	16.75	272	
2016	1	1/30	40	7	16.75	846	
2016	1	2/6	38	0	16.75	637	
2016	1	2/13	38.5	0	16.75	645	
2016	1	2/20	19.5	0	16.75	327	
2016	1	2/27	40	5.75	16.75	814	
2016	1	3/5	39.5	6	16.75	812	
2016	1	3/12	40	10.13	16.75	924	
2016	1	3/19	43.63	6.5	16.75	894	
2016	1	3/26	44	6.25	16.75	894	
2016	1	Total				8,288	
2016	2	4/2	39.63	0	16.75	664	
2016	2	4/9	40	5.5	16.75	808	
2016	2	4/16	40	19.13	16.75	1,151	
2016	2	4/23	40	19.5	16.75	1,160	
2016	2	4/30	44	21	16.75	1,265	
2016	2	5/7	44	21	16.75	1,265	
2016	2	5/14	40	33.38	16.75	1,509	
2016	2	5/21	40	34.25	16.75	1,531	550
2016	2	5/28	40	17	16.75	1,097	400
2016	2	6/4	48	17.25	16.75	1,237	
2016	2	6/11	40	25.38	16.75	1,308	
2016	2	6/18	40	25.38	16.75	1,308	
2016	2	6/25	40	24.63	16.75	1,289	
2016	2	Total				15,589	950
2016	3	7/2	40	24.88	16.75	1,295	
2016	3	7/9	44	22.5	17.25	1,341	
2016	3	7/16	49	22.13	17.25	1,418	

NLRB Backpay Calculation

Case Name: Lou's Transport

Case Number: 07-CA-102517

Claimant: Michael Hershey

Schedule C

Backpay period:

3/27/13-8/22/16

2016	3	7/23	40	25.5	17.25	1,350
2016	3	7/30	40	25.63	17.25	1,353
2016	3	8/6	40	23.38	17.25	1,295
2016	3	8/13	40	23.38	17.25	1,295
2016	3	8/20	40	23.88	17.25	1,308
2016	3	8/27				-
2016	3	9/3				-
2016	3	9/10				-
2016	3	9/17				-
2016	3	9/24				-
2016	3	Total				10,654

Total Bonus 5,267

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NLRB Backpay Calculation

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Case Name: Lou's Transport

Case Number: 07-CA-102517

Claimant: Michael Hershey

Backpay period:

3/27/13-8/22/16

Schedule D

Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Bonuses	Net Backpay & Expenses
2013	1	1/5				-					
2013	1	1/12				-					
2013	1	1/19				-					
2013	1	1/26				-					
2013	1	2/2				-					
2013	1	2/9				-					
2013	1	2/16				-					
2013	1	2/23				-					
2013	1	3/2				-					
2013	1	3/9				-					
2013	1	3/16				-					
2013	1	3/23				-					
2013	1	3/30	26.4	10.4	13.30	559					
2013	1	Total				559		559	-	-	559
2013	2	4/6	36.5	10.5	13.30	695	\$501.25		166		
2013	2	4/13	36.5	10.5	13.30	695	\$215.00		166		
2013	2	4/20	40	14.88	13.30	829	\$255.00		166		
2013	2	4/27	40	15.25	13.30	836	\$630.25		166		
2013	2	5/4	40	28.38	13.30	1,098	\$680.00		166		
2013	2	5/11	40	28.88	13.30	1,108	\$1,414.40		166		

NLRB Backpay Calculation

2

Case Name: Lou's Transport

Case Number: 07-CA-102517

Claimant: **Michael Hershey**

Backpay period:

3/27/13-8/22/16

Schedule D

Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Bonuses	Net Backpay & Expenses
2013	2	5/18	40	25.25	13.30	1,036	\$1,298.38		166		
2013	2	5/25	40	25.63	13.30	1,043	\$1,119.88		166		
2013	2	6/1	38.5	19.25	13.30	896	\$782.00		166		
2013	2	6/8	38.38	19.38	13.30	897	\$1,132.88		166		
2013	2	6/15	42	28	13.30	1,117	\$801.13		166		
2013	2	6/22	42	28.13	13.30	1,120	\$1,431.35		166		
2013	2	6/29	40	25.38	13.30	1,038	\$1,285.63		166		
2013	2	Total				12,408	11,547	861	2,158	-	3,019
2013	3	7/6	48	25.38	13.30	1,145	\$420.75		238		
2013	3	7/13	40	31.13	14.01	1,214	\$1,473.82		238		
2013	3	7/20	40	31.5	14.01	1,222	\$1,279.25		238		
2013	3	7/27	40	23.5	14.01	1,054	\$1,279.25		238		
2013	3	8/3	44	23.5	14.01	1,110	\$1,347.25		238		
2013	3	8/10	40	29.5	14.01	1,180	\$1,432.25		238		
2013	3	8/17	40	29.63	14.01	1,183	\$1,435.56		238		
2013	3	8/24	40	25.63	14.01	1,099	\$1,333.57		238		
2013	3	8/31	40	25.75	14.01	1,102	\$1,247.38		238		
2013	3	9/7	40	26.13	14.01	1,109	\$1,311.13		238		
2013	3	9/14	44	26.63	14.01	1,176	\$1,119.88		238		
2013	3	9/21	40	34.75	14.01	1,291	\$1,457.75		238		

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NLRB Backpay Calculation

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Case Name: Lou's Transport

Case Number: 07-CA-102517

Claimant: Michael Hershey

Backpay period:

3/27/13-8/22/16

Schedule D

Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Bonuses	Net Backpay & Expenses
2013	3	9/28	40	34.75	14.01	1,291	\$1,508.75		238		
2013	3	Total				15,177	16,647	-	3,093	-	3,093
2013	4	10/5	40	30.25	14.01	1,196	\$1,432.50		247		
2013	4	10/12	40	30.38	14.01	1,199	\$1,454.59		247		
2013	4	10/19	40	33.63	14.01	1,267	\$1,279.25		247		
2013	4	10/26	44	33.88	14.01	1,328	\$1,323.88		247		
2013	4	11/2	39.5	19.13	14.01	955	\$1,159.32		247		
2013	4	11/9	39.88	19.25	14.01	963	\$1,168.84		247		
2013	4	11/16	40	20.25	14.01	986	\$864.88		247		
2013	4	11/23	40	20.63	14.01	994	\$1,132.63		247		
2013	4	11/30	46.5	9.75	14.01	856	\$663.00		247		
2013	4	12/7	38.88	7.75	14.01	708	\$857.23		247		
2013	4	12/14	40	5.625	14.01	679	\$1,364.22		247	617	
2013	4	12/21	40	5.75	14.01	681	\$826.63		247		
2013	4	12/28	44	5	14.01	722	\$0.00				
2013	4	Total				12,534	13,527	-	2,966	617	3,583
2014	1	1/4	44	5	14.01	722	\$ 993.95		\$ 166.59		
2014	1	1/11	33.63	0	14.01	471	\$ 195.50		\$ 166.59		
2014	1	1/18	40	14.25	14.01	860	\$ 903.13		\$ 166.59		

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NLRB Backpay Calculation

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Case Name: Lou's Transport

Case Number: 07-CA-102517

Claimant: **Michael Hershey**

Backpay period:

3/27/13-8/22/16

Schedule D

Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Bonuses	Net Backpay & Expenses
2014	1	1/25	27.75	0	14.01	389	\$ -		\$ -		
2014	1	2/1	28	0	14.01	392	\$ 182.75		\$ 166.59		
2014	1	2/8	40	8.625	14.01	742	\$ 395.25		\$ 166.59		
2014	1	2/15	40	9	14.01	750	\$ 493.00		\$ 166.59		
2014	1	2/22	37.5	4.75	14.01	625	\$ 391.00		\$ 166.59		
2014	1	3/1	40	11.38	14.01	799	\$ 493.00		\$ 166.59		
2014	1	3/8	34.25	2.75	14.01	538	\$ 652.38		\$ 166.59		
2014	1	3/15	38.25	3.5	14.01	609	\$ 140.25		\$ 166.59		
2014	1	3/22	35.13	3	15.75	624	\$ -		\$ -		
2014	1	3/29	30.25	0	15.75	476	\$ -		\$ -		
2014	1	Total				7,997	4,840	3,157	1,666	-	4,823
2014	2	4/5	40	15.63	15.75	999	\$ 183.8		194		
2014	2	4/12	40	15.75	15.75	1,002	\$ 1,113.4		194		
2014	2	4/19	40	17.13	15.75	1,035	\$ 595.0		194		
2014	2	4/26	40	17.13	15.75	1,035	\$ 850.9		194		
2014	2	5/3	40	30.25	15.75	1,345	\$ 1,264.4		194		
2014	2	5/10	40	30	15.75	1,339	\$ 1,382.5		194		
2014	2	5/17	40	29.5	15.94	1,343	\$ 1,316.9		194		
2014	2	5/24	40	27.38	15.94	1,292	\$ 1,418.7		194		
2014	2	5/31	42	24.5	15.75	1,240	\$ 1,120.0		194		

NLRB Backpay Calculation

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Case Name: Lou's Transport

Case Number: 07-CA-102517

Claimant: Michael Hershey

Backpay period:

3/27/13-8/22/16

Schedule D

Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Bonuses	Net Backpay & Expenses
2014	2	6/7	46	24.75	15.75	1,309	\$ 1,431.7		194		
2014	2	6/14	40	32.13	15.75	1,389	\$ 1,543.4		194		
2014	2	6/21	40	36.5	15.75	1,492	\$ 1,526.9		194		
2014	2	6/28	40	12.88	18.11	1,074	\$ 1,038.1		194		
2014	2	Total				15,894	14,786	1,108	2,520	-	3,628
2014	3	7/5	44	22.63	15.75	1,228	\$ 1,120.00		190		
2014	3	7/12	40	32.75	16.48	1,469	\$ 1,362.81		190		
2014	3	7/19	40	32.88	16.48	1,472	\$ 1,563.10		190		
2014	3	7/26	40	34	16.97	1,544	\$ 1,592.50		190		
2014	3	8/2	40	37	16.97	1,621	\$ 1,277.50		190		
2014	3	8/9	44	28.75	16.25	1,416	\$ 1,231.56		190		
2014	3	8/16	40	28.63	16.25	1,348	\$ 1,341.14		190		
2014	3	8/23	40	25.5	17.08	1,337	\$ 1,521.64		190		
2014	3	8/30	40	25.63	17.08	1,340	\$ 1,354.65		190		
2014	3	9/6	48	19.75	16.25	1,261	\$ 1,037.25		190		
2014	3	9/13	40	19.75	16.25	1,131	\$ 1,553.25		190		
2014	3	9/20	40	29.38	17.05	1,433	\$ 1,253.25		190		
2014	3	9/27	40	29.63	17.05	1,440	\$ 1,520.01		190		
2014	3	Total				18,039	17,729	310	2,471	-	2,781

Case Name: Lou's Transport

Case Number: 07-CA-102517

Claimant: Michael Hershey

Backpay period:

3/27/13-8/22/16

Schedule D

Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Bonuses	Net Backpay & Expenses
2014	4	10/4	40	23.88	18.15	1,376	\$ 1,293.75		107		
2014	4	10/11	40	24.13	18.15	1,383	\$ 1,371.51		107		
2014	4	10/18	40	31.38	17.29	1,505	\$ 1,118.25		107		
2014	4	10/25	40	31.63	17.29	1,512	\$ 1,574.01		107		
2014	4	11/1	40	24.88	16.41	1,269	\$ 1,391.76		107		
2014	4	11/8	40	25.25	16.41	1,278	\$ 1,401.75		107		
2014	4	11/15	40	22	16.25	1,186	\$ 1,314.00		107		
2014	4	11/22	40	22.5	16.25	1,198	\$ 1,179.00		107		
2014	4	11/29	39	6.75	16.25	798	\$ 576.00		107		
2014	4	12/6	39.13	6.75	16.25	800	\$ 834.75		107	1,450	
2014	4	12/13	40	10.25	16.25	900	\$ 693.00		107	1,250	
2014	4	12/20	40	10.38	16.25	903	\$ 1,959.90		107		
2014	4	12/27	33.38	0	16.25	542	\$ 558.00		107		
2014	4	Total				14,651	15,266	-	1,391	2,700	4,091
2015	1	1/3	33.5	0	16.25	544	\$ 360.00		12		
2015	1	1/10	39.25	5.5	17.01	808	\$ 612.00		12		
2015	1	1/17	39.25	5.875	17.01	818	\$ 432.00		12		
2015	1	1/24	40	13	16.25	967	\$ 607.50		12		
2015	1	1/31	40	13	16.25	967	\$ 436.50		12		
2015	1	2/7	40	9.625	17.36	945	\$ 760.50		12		

Case Name: Lou's Transport

Case Number: 07-CA-102517

Claimant: Michael Hershey

Backpay period:

3/27/13-8/22/16

Schedule D

Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Bonuses	Net Backpay & Expenses
2015	1	2/14	40	9.875	17.36	952	\$ 711.00		12		
2015	1	2/21	40	11.25	16.25	924	\$ 504.00		12		
2015	1	2/28	40	11.25	16.25	924	\$ 504.00		12		
2015	1	3/7	40	12.63	18.25	1,076	\$ 947.34		12		
2015	1	3/14	40	13	18.25	1,086	\$ 468.00		12		
2015	1	3/21	44.75	0	16.25	727	\$ 432.00		12		
2015	1	3/28	44.75	0	16.25	727	\$ 612.00		12		
2015	1	Total				11,465	7,387	4,078	159	-	4,237
2015	2	4/4	36.5	0.5	17.29	644	\$432.00		123		
2015	2	4/11	36.25	0.75	17.29	646	\$432.00		123		
2015	2	4/18	40	5.5	16.54	798	\$634.50		123		
2015	2	4/25	40	5.75	16.54	804	\$823.50		123		
2015	2	5/2	40	24.25	16.25	1,241	\$1,212.75		123		
2015	2	5/9	40	24.25	16.25	1,241	\$1,374.75		123		
2015	2	5/16	40	31	16.25	1,406	\$1,226.25		123		
2015	2	5/23	40	31	16.25	1,406	\$1,557.00		123		
2015	2	5/30	44	22.5	16.25	1,263	\$942.75		123		
2015	2	6/6	44	22.5	16.25	1,263	\$1,399.50		123		
2015	2	6/13	40	27.75	16.25	1,326	\$1,469.50		123		
2015	2	6/20	40	27.75	16.25	1,326	\$1,469.50		123		

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NLRB Backpay Calculation

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Case Name: Lou's Transport

Case Number: 07-CA-102517

Claimant: Michael Hershey

Backpay period:

3/27/13-8/22/16

Schedule D

Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Bonuses	Net Backpay & Expenses
2015	2	6/27	40	18.75	16.25	1,107	\$1,226.25		123		
2015	2	Total				14,473	14,200	272	1,602	-	1,874
2015	3	7/4	44	15	16.25	1,081	\$1,197.00		141		
2015	3	7/11	40	19.75	16.75	1,166	\$1,253.25		141		
2015	3	7/18	40	19.63	16.75	1,163	\$1,250.01		141		
2015	3	7/25	40	29.63	16.75	1,414	\$1,520.01		141		
2015	3	8/1	40	29.5	16.75	1,411	\$1,516.50		141		
2015	3	8/8	40	25.75	16.75	1,317	\$1,415.25		141		
2015	3	8/15	40	26.38	16.75	1,333	\$1,432.26		141		
2015	3	8/22	40	25.88	16.75	1,320	\$1,442.39		141		
2015	3	8/29	40	25.88	16.75	1,320	\$1,374.75		141		
2015	3	9/5	44	18.75	16.75	1,208	\$1,298.25		141		
2015	3	9/12	44	18.63	16.75	1,205	\$1,295.01		141		
2015	3	9/19	40	30.88	16.75	1,446	\$1,553.76		141		
2015	3	9/26	40	31	16.75	1,449	\$1,557.00		141		
2015	3	Total				16,833	18,105	-	1,829	-	1,829
2015	4	10/3	44	19.5	16.75	1,227	\$1,318.50		107		
2015	4	10/10	40	12	16.75	972	\$1,044.00		107		
2015	4	10/17	40	22	16.75	1,223	\$1,314.00		107		

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NLRB Backpay Calculation

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Case Name: Lou's Transport

Case Number: 07-CA-102517

Claimant: Michael Hershey

Backpay period:

3/27/13-8/22/16

Schedule D

Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Bonuses	Net Backpay & Expenses
2015	4	10/24	40	22.88	16.75	1,245	\$1,337.76		107		
2015	4	10/31	40	18.5	16.75	1,135	\$1,158.75		107		
2015	4	11/7	40	19.25	16.75	1,154	\$1,239.75		107		
2015	4	11/14	40	17.88	16.75	1,119	\$1,202.76		107		
2015	4	11/21	40	17.88	16.75	1,119	\$1,165.50		107		
2015	4	11/28	40.63	8.125	16.75	885	\$691.61		107		
2015	4	12/5	40	8.375	16.75	880	\$691.61		107		
2015	4	12/12	40	15.5	16.75	1,059	\$811.91		107	1,000	
2015	4	12/19	40	16	16.75	1,072	\$1,894.75		107		
2015	4	12/26	31	0	16.75	519	\$555.83		107		
2015	4	Total				13,608	14,427	-	1,392	1,000	2,392
2016	1	1/2	31.5	0	16.75	528	\$ 564.79		-		
2016	1	1/9	20.5	0	16.75	343	\$ 380.68		-		
2016	1	1/16	21	0	16.75	352	\$ 389.97		-		
2016	1	1/23	16.25	0	16.75	272	\$ 291.36		-		
2016	1	1/30	40	7	16.75	846	\$ 859.54		-		
2016	1	2/6	38	0	16.75	637	\$ 699.71		-		
2016	1	2/13	38.5	0	16.75	645	\$ 708.78		-		
2016	1	2/20	19.5	0	16.75	327	\$ 387.23		-		
2016	1	2/27	40	5.75	16.75	814	\$ 998.50		-		

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NLRB Backpay Calculation

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Case Name: Lou's Transport

Case Number: 07-CA-102517

Claimant: Michael Hershey

Backpay period:

3/27/13-8/22/16

Schedule D

Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Bonuses	Net Backpay & Expenses
2016	1	3/5	39.5	6	16.75	812	\$ 946.94		-		
2016	1	3/12	40	10.13	16.75	924	\$ 983.04		-		
2016	1	3/19	43.63	6.5	16.75	894	\$ 717.28		-		
2016	1	3/26	44	6.25	16.75	894	\$ 717.28		-		
2016	1	Total				8,288	8,645	-	-	-	-
2016	2	4/2	39.63	0	16.75	664	\$710.64		\$0.00		
2016	2	4/9	40	5.5	16.75	808	\$837.32		\$0.00		
2016	2	4/16	40	19.13	16.75	1,151	\$1,043.47		\$0.00		
2016	2	4/23	40	19.5	16.75	1,160	\$1,043.47		\$0.00		
2016	2	4/30	44	21	16.75	1,265	\$892.60		\$0.00		
2016	2	5/7	44	21	16.75	1,265	\$892.60		\$0.00		
2016	2	5/14	40	33.38	16.75	1,509	\$853.70		\$0.00		
2016	2	5/21	40	34.25	16.75	1,531	\$853.70		\$0.00	550	
2016	2	5/28	40	17	16.75	1,097	\$711.05		\$0.00	400	
2016	2	6/4	48	17.25	16.75	1,237	\$711.05		\$0.00		
2016	2	6/11	40	25.38	16.75	1,308	\$702.85		\$0.00		
2016	2	6/18	40	25.38	16.75	1,308	\$702.85		\$0.00		
2016	2	6/25	40	24.63	16.75	1,289	\$691.60		\$0.00		
2016	2	Total				15,589	10,647	4,942	-	950	5,892

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NLRB Backpay Calculation

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Case Name: Lou's Transport

Case Number: 07-CA-102517

Claimant: **Michael Hershey**

Backpay period:

3/27/13-8/22/16

Schedule D

Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Bonuses	Net Backpay & Expenses
2016	3	7/2	40	24.88	16.75	1,295	\$691.60		25		
2016	3	7/9	44	22.5	17.25	1,341	\$717.23		25		
2016	3	7/16	49	22.13	17.25	1,418	\$992.23		25		
2016	3	7/23	40	25.5	17.25	1,350	\$928.85		25		
2016	3	7/30	40	25.63	17.25	1,353	\$1,147.60		25		
2016	3	8/6	40	23.38	17.25	1,295	\$911.03		25		
2016	3	8/13	40	23.38	17.25	1,295	\$717.28		25		
2016	3	8/20	40	23.88	17.25	1,308	\$691.00		25		
2016	3	8/27				-					
2016	3	9/3				-					
2016	3	9/10				-					
2016	3	9/17				-					
2016	3	9/24				-					
2016	3	Total				10,654	6,797	3,857	198	-	4,055

Totals	19,144	21,445	5,267	\$ 45,856
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Net Backpay Incl. Bonuses (Withholdings)	\$ 24,411
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3/27/13-8/22/16

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NLRB Backpay Calculation

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Case Name: Lou's Transport

Case Number: 07-CA-102517

Claimant: Michael Hershey

Backpay period:

3/27/13-8/22/16

Schedule E

Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Bonuses	Net Backpay & Expenses
2013	1	1/5				-					
2013	1	1/12				-					
2013	1	1/19				-					
2013	1	1/26				-					
2013	1	2/2				-					
2013	1	2/9				-					
2013	1	2/16				-					
2013	1	2/23				-					
2013	1	3/2				-					
2013	1	3/9				-					
2013	1	3/16				-					
2013	1	3/23				-					
2013	1	3/30	26.4	10.4	13.30	559					
2013	1	Total				559		531	-		531
2013	2	4/6	36.5	10.5	13.30	695	\$501.25		166		
2013	2	4/13	36.5	10.5	13.30	695	\$215.00		166		
2013	2	4/20	40	14.88	13.30	829	\$255.00		166		
2013	2	4/27	40	15.25	13.30	836	\$630.25		166		
2013	2	5/4	40	28.38	13.30	1,098	\$680.00		166		
2013	2	5/11	40	28.88	13.30	1,108	\$1,414.40		166		

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NLRB Backpay Calculation

3

Case Name: Lou's Transport

Case Number: 07-CA-102517

Claimant: Michael Hershey

Backpay period:

3/27/13-8/22/16

Schedule E

Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Bonuses	Net Backpay & Expenses
2013	3	9/28	40	34.75	14.01	1,291	\$1,508.75		238		
2013	3	Total				15,177	\$ 16,647	(759)	3,093	-	2,335
2013	4	10/5	40	30.25	14.01	1,196	\$1,432.50		247		
2013	4	10/12	40	30.38	14.01	1,199	\$1,454.59		247		
2013	4	10/19	40	33.63	14.01	1,267	\$1,279.25		247		
2013	4	10/26	44	33.88	14.01	1,328	\$1,323.88		247		
2013	4	11/2	39.5	19.13	14.01	955	\$1,159.32		247		
2013	4	11/9	39.88	19.25	14.01	963	\$1,168.84		247		
2013	4	11/16	40	20.25	14.01	986	\$864.88		247		
2013	4	11/23	40	20.63	14.01	994	\$1,132.63		247		
2013	4	11/30	46.5	9.75	14.01	856	\$663.00		247		
2013	4	12/7	38.88	7.75	14.01	708	\$857.23		247		
2013	4	12/14	40	5.625	14.01	679	\$1,364.22		247	617	
2013	4	12/21	40	5.75	14.01	681	\$826.63		247		
2013	4	12/28	44	5	14.01	722	\$0.00				
2013	4	Total				12,534	\$ 13,527	(627)	2,966	617	2,957
2014	1	1/4	44	5	14.01	722	\$ 993.95		\$ 167		
2014	1	1/11	33.63	0	14.01	471	\$ 195.50		\$ 167		
2014	1	1/18	40	14.25	14.01	860	\$ 903.13		\$ 167		

NLRB Backpay Calculation

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Case Name: Lou's Transport

Case Number: 07-CA-102517

Claimant: Michael Hershey

Backpay period:

3/27/13-8/22/16

Schedule E

Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Bonuses	Net Backpay & Expenses
2014	1	1/25	27.75	0	14.01	389	\$ -		\$ -		
2014	1	2/1	28	0	14.01	392	\$ 182.75		\$ 167		
2014	1	2/8	40	8.625	14.01	742	\$ 395.25		\$ 167		
2014	1	2/15	40	9	14.01	750	\$ 493.00		\$ 167		
2014	1	2/22	37.5	4.75	14.01	625	\$ 391.00		\$ 167		
2014	1	3/1	40	11.38	14.01	799	\$ 493.00		\$ 167		
2014	1	3/8	34.25	2.75	14.01	538	\$ 652.38		\$ 167		
2014	1	3/15	38.25	3.5	14.01	609	\$ 140.25		\$ 167		
2014	1	3/22	35.13	3	15.75	624	\$ -		\$ -		
2014	1	3/29	30.25	0	15.75	476	\$ -		\$ -		
2014	1	Total				7,997	\$ 4,840	2,757	1,666	-	4,423
2014	2	4/5	40	15.63	15.75	999	\$ 183.75		194		
2014	2	4/12	40	15.75	15.75	1,002	\$ 1,113.44		194		
2014	2	4/19	40	17.13	15.75	1,035	\$ 595.00		194		
2014	2	4/26	40	17.13	15.75	1,035	\$ 850.94		194		
2014	2	5/3	40	30.25	15.75	1,345	\$ 1,264.38		194		
2014	2	5/10	40	30	15.75	1,339	\$ 1,382.50		194		
2014	2	5/17	40	29.5	15.94	1,343	\$ 1,316.88		194		
2014	2	5/24	40	27.38	15.94	1,292	\$ 1,418.73		194		
2014	2	5/31	42	24.5	15.75	1,240	\$ 1,120.00		194		

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NLRB Backpay Calculation

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Case Name: Lou's Transport

Case Number: 07-CA-102517

Claimant: Michael Hershey

Backpay period:

3/27/13-8/22/16

Schedule E

Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Bonuses	Net Backpay & Expenses
2014	2	6/7	46	24.75	15.75	1,309	\$ 1,431.68		194		
2014	2	6/14	40	32.13	15.75	1,389	\$ 1,543.41		194		
2014	2	6/21	40	36.5	15.75	1,492	\$ 1,526.88		194		
2014	2	6/28	40	12.88	18.11	1,074	\$ 1,038.10		194		
2014	2	Total				15,894	\$ 14,786	313	2,520	-	2,833
2014	3	7/5	44	22.63	15.75	1,228	\$ 1,120.00		190		
2014	3	7/12	40	32.75	16.48	1,469	\$ 1,362.81		190		
2014	3	7/19	40	32.88	16.48	1,472	\$ 1,563.10		190		
2014	3	7/26	40	34	16.97	1,544	\$ 1,592.50		190		
2014	3	8/2	40	37	16.97	1,621	\$ 1,277.50		190		
2014	3	8/9	44	28.75	16.25	1,416	\$ 1,231.56		190		
2014	3	8/16	40	28.63	16.25	1,348	\$ 1,341.14		190		
2014	3	8/23	40	25.5	17.08	1,337	\$ 1,521.64		190		
2014	3	8/30	40	25.63	17.08	1,340	\$ 1,354.65		190		
2014	3	9/6	48	19.75	16.25	1,261	\$ 1,037.25		190		
2014	3	9/13	40	19.75	16.25	1,131	\$ 1,553.25		190		
2014	3	9/20	40	29.38	17.05	1,433	\$ 1,253.25		190		
2014	3	9/27	40	29.63	17.05	1,440	\$ 1,520.01		190		
2014	3	Total				18,039	\$ 17,729	(592)	2,471	-	1,879

NLRB Backpay Calculation

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Case Name: Lou's Transport

Case Number: 07-CA-102517

Claimant: Michael Hershey

Backpay period:

3/27/13-8/22/16

Schedule E

Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Bonuses	Net Backpay & Expenses
2014	4	10/4	40	23.88	18.15	1,376	\$ 1,293.75		107		
2014	4	10/11	40	24.13	18.15	1,383	\$ 1,371.51		107		
2014	4	10/18	40	31.38	17.29	1,505	\$ 1,118.25		107		
2014	4	10/25	40	31.63	17.29	1,512	\$ 1,574.01		107		
2014	4	11/1	40	24.88	16.41	1,269	\$ 1,391.76		107		
2014	4	11/8	40	25.25	16.41	1,278	\$ 1,401.75		107		
2014	4	11/15	40	22	16.25	1,186	\$ 1,314.00		107		
2014	4	11/22	40	22.5	16.25	1,198	\$ 1,179.00		107		
2014	4	11/29	39	6.75	16.25	798	\$ 576.00		107		
2014	4	12/6	39.13	6.75	16.25	800	\$ 834.75		107	1,450	
2014	4	12/13	40	10.25	16.25	900	\$ 693.00		107	1,250	
2014	4	12/20	40	10.38	16.25	903	\$ 1,959.90		107		
2014	4	12/27	33.38	0	16.25	542	\$ 558.00		107		
2014	4	Total				14,651	\$ 15,266	(733)	1,391	2,700	3,358
2015	1	1/3	33.5	0	16.25	544	\$ 360		12		
2015	1	1/10	39.25	5.5	17.01	808	\$ 612		12		
2015	1	1/17	39.25	5.875	17.01	818	\$ 432		12		
2015	1	1/24	40	13	16.25	967	\$ 608		12		
2015	1	1/31	40	13	16.25	967	\$ 437		12		
2015	1	2/7	40	9.625	17.36	945	\$ 761		12		

NLRB Backpay Calculation

7

Case Name: Lou's Transport

Case Number: 07-CA-102517

Claimant: Michael Hershey

Backpay period:

3/27/13-8/22/16

Schedule E

Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Bonuses	Net Backpay & Expenses
2015	1	2/14	40	9.875	17.36	952	\$ 711		12		
2015	1	2/21	40	11.25	16.25	924	\$ 504		12		
2015	1	2/28	40	11.25	16.25	924	\$ 504		12		
2015	1	3/7	40	12.63	18.25	1,076	\$ 947		12		
2015	1	3/14	40	13	18.25	1,086	\$ 468		12		
2015	1	3/21	44.75	0	16.25	727	\$ 432		12		
2015	1	3/28	44.75	0	16.25	727	\$ 612		12		
2015	1	Total				11,465	\$ 7,387	3,504	159	-	3,663
2015	2	4/4	36.5	0.5	17.29	644	\$432		123		
2015	2	4/11	36.25	0.75	17.29	646	\$432		123		
2015	2	4/18	40	5.5	16.54	798	\$635		123		
2015	2	4/25	40	5.75	16.54	804	\$824		123		
2015	2	5/2	40	24.25	16.25	1,241	\$1,213		123		
2015	2	5/9	40	24.25	16.25	1,241	\$1,375		123		
2015	2	5/16	40	31	16.25	1,406	\$1,226		123		
2015	2	5/23	40	31	16.25	1,406	\$1,557		123		
2015	2	5/30	44	22.5	16.25	1,263	\$943		123		
2015	2	6/6	44	22.5	16.25	1,263	\$1,400		123		
2015	2	6/13	40	27.75	16.25	1,326	\$1,470		123		
2015	2	6/20	40	27.75	16.25	1,326	\$1,470		123		

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NLRB Backpay Calculation

8

Case Name: Lou's Transport

Case Number: 07-CA-102517

Claimant: **Michael Hershey**

Backpay period:

3/27/13-8/22/16

Schedule E

Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Bonuses	Net Backpay & Expenses
2015	2	6/27	40	18.75	16.25	1,107	\$1,226		123		
2015	2	Total				14,473	\$ 14,200	(451)	1,602	-	1,151
2015	3	7/4	44	15	16.25	1,081	\$1,197		141		
2015	3	7/11	40	19.75	16.75	1,166	\$1,253		141		
2015	3	7/18	40	19.63	16.75	1,163	\$1,250		141		
2015	3	7/25	40	29.63	16.75	1,414	\$1,520		141		
2015	3	8/1	40	29.5	16.75	1,411	\$1,517		141		
2015	3	8/8	40	25.75	16.75	1,317	\$1,415		141		
2015	3	8/15	40	26.38	16.75	1,333	\$1,432		141		
2015	3	8/22	40	25.88	16.75	1,320	\$1,442		141		
2015	3	8/29	40	25.88	16.75	1,320	\$1,375		141		
2015	3	9/5	44	18.75	16.75	1,208	\$1,298		141		
2015	3	9/12	44	18.63	16.75	1,205	\$1,295		141		
2015	3	9/19	40	30.88	16.75	1,446	\$1,554		141		
2015	3	9/26	40	31	16.75	1,449	\$1,557		141		
2015	3	Total				16,833	\$ 18,105	(842)	1,829	-	988
2015	4	10/3	44	19.5	16.75	1,227	\$1,319		107		
2015	4	10/10	40	12	16.75	972	\$1,044		107		
2015	4	10/17	40	22	16.75	1,223	\$1,314		107		

SP

NLRB Backpay Calculation

9

Case Name: Lou's Transport

Case Number: 07-CA-102517

Claimant: Michael Hershey

Backpay period:

3/27/13-8/22/16

Schedule E

Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Bonuses	Net Backpay & Expenses
2015	4	10/24	40	22.88	16.75	1,245	\$1,338		107		
2015	4	10/31	40	18.5	16.75	1,135	\$1,159		107		
2015	4	11/7	40	19.25	16.75	1,154	\$1,240		107		
2015	4	11/14	40	17.88	16.75	1,119	\$1,203		107		
2015	4	11/21	40	17.88	16.75	1,119	\$1,166		107		
2015	4	11/28	40.63	8.125	16.75	885	\$692		107		
2015	4	12/5	40	8.375	16.75	880	\$692		107		
2015	4	12/12	40	15.5	16.75	1,059	\$812		107	1,000	
2015	4	12/19	40	16	16.75	1,072	\$1,895		107		
2015	4	12/26	31	0	16.75	519	\$556		107		
2015	4	Total				13,608	\$ 14,427	(460)	1,392	1,000	1,932
2016	1	1/2	31.5	0	16.75	528	565		-		
2016	1	1/9	20.5	0	16.75	343	381		-		
2016	1	1/16	21	0	16.75	352	390		-		
2016	1	1/23	16.25	0	16.75	272	291		-		
2016	1	1/30	40	7	16.75	846	860		-		
2016	1	2/6	38	0	16.75	637	700		-		
2016	1	2/13	38.5	0	16.75	645	709		-		
2016	1	2/20	19.5	0	16.75	327	387		-		
2016	1	2/27	40	5.75	16.75	814	999		-		

NLRB Backpay Calculation

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Case Name: Lou's Transport

Case Number: 07-CA-102517

Claimant: Michael Hershey

Backpay period:

3/27/13-8/22/16

Schedule E

Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Bonuses	Net Backpay & Expenses
2016	1	3/5	39.5	6	16.75	812	947	-	-	-	-
2016	1	3/12	40	10.13	16.75	924	983	-	-	-	-
2016	1	3/19	43.63	6.5	16.75	894	717	-	-	-	-
2016	1	3/26	44	6.25	16.75	894	717	-	-	-	-
2016	1	Total				8,288	\$ 8,645	-	-	-	-
2016	2	4/2	39.63	0	16.75	664	\$711		\$0.00		
2016	2	4/9	40	5.5	16.75	808	\$837		\$0.00		
2016	2	4/16	40	19.13	16.75	1,151	\$1,043		\$0.00		
2016	2	4/23	40	19.5	16.75	1,160	\$1,043		\$0.00		
2016	2	4/30	44	21	16.75	1,265	\$893		\$0.00		
2016	2	5/7	44	21	16.75	1,265	\$893		\$0.00		
2016	2	5/14	40	33.38	16.75	1,509	\$854		\$0.00		
2016	2	5/21	40	34.25	16.75	1,531	\$854		\$0.00	550	
2016	2	5/28	40	17	16.75	1,097	\$711		\$0.00	400	
2016	2	6/4	48	17.25	16.75	1,237	\$711		\$0.00		
2016	2	6/11	40	25.38	16.75	1,308	\$703		\$0.00		
2016	2	6/18	40	25.38	16.75	1,308	\$703		\$0.00		
2016	2	6/25	40	24.63	16.75	1,289	\$692		\$0.00		
2016	2	Total				15,589	\$ 10,647	4,942	-	950	5,892

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NLRB Backpay Calculation

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Case Name: Lou's Transport

Case Number: 07-CA-102517

Claimant: Michael Hershey

Backpay period:

3/27/13-8/22/16

Schedule E

Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Bonuses	Net Backpay & Expenses
2016	3	7/2	40	24.88	16.75	1,295	\$ 692		13		
2016	3	7/9	44	22.5	17.25	1,341	\$ 717		13		
2016	3	7/16	49	22.13	17.25	1,418	\$ 992		13		
2016	3	7/23	40	25.5	17.25	1,350	\$ 929		13		
2016	3	7/30	40	25.63	17.25	1,353	\$ 1,148		13		
2016	3	8/6	40	23.38	17.25	1,295	\$ 911		13		
2016	3	8/13	40	23.38	17.25	1,295	\$ 717		13		
2016	3	8/20	40	23.88	17.25	1,308	\$ 691		13		
2016	3	8/27				-					
2016	3	9/3				-					
2016	3	9/10				-					
2016	3	9/17				-					
2016	3	9/24				-					
2016	3	Total				10,654	\$ 6,797	3,857	107	-	3,964

Totals	11,683	21,354	5,267	38,304
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Net Backpay including Bonuses	16,950
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3/27/13-8/22/16

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07-CA-105217 SCHEDULE F: Employee Contribution to 401k

Year	Qtr	Gross Backpay	EE Contribution 5%	Return	Gain/Loss	Running Balance
						0
2013	1	559 \$	27.95	6.79%	\$1.90	\$29.85
2013	2	12408 \$	620.40	2.87%	\$18.66	\$668.91
2013	3	15177 \$	758.85	5.20%	\$74.24	\$1,502.00
2013	4	12534 \$	626.70	10.46%	\$222.66	\$2,351.37
2014	1	7997 \$	399.85	1.76%	\$48.42	\$2,799.64
2014	2	15894 \$	794.70	5.19%	\$186.55	\$3,780.88
2014	3	18039 \$	901.95	1.09%	\$51.04	\$4,733.88
2014	4	14651 \$	732.55	4.89%	\$267.31	\$5,733.73
2015	1	11465 \$	573.25	0.91%	\$57.39	\$6,364.38
2015	2	14473 \$	723.65	0.26%	\$18.43	\$7,106.46
2015	3	16833 \$	841.65	-6.48%	(\$515.04)	\$7,433.07
2015	4	9193 \$	459.65	7%	\$552.49	\$8,445.21
2016	1	0 \$	-	1.25%	\$105.57	\$8,550.78
2016	2	0 \$	-	2.42%	\$206.93	\$8,757.70
2016	3	0 \$	-	3.82%	\$334.54	\$9,092.25
	Totals:	\$	7,461			
2016	4		0	3.80%	\$ 346	\$ 9,437.75
2017	1		0	6.03%	\$ 569	\$ 10,006.85
2017	2		0	3.05%	\$ 305	\$ 10,312.06
Proj 2017	3		0	1.50%	\$ 155	\$ 10,466.74
			Total		\$	10,467

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07-CA-105217 SCHEDULE G Employer Contribution

Year	Qtr	Gross Backpay	ER Contribution .5%	Return	Gain or Loss	Running Balance
						\$ -
2013	1	\$ 559	\$ 2.80	6.79%	\$ 0.19	\$ 2.98
2013	2	\$ 12,408	\$ 62.04	2.87%	\$ 1.87	\$ 66.89
2013	3	\$ 15,177	\$ 75.89	5.20%	\$ 7.42	\$ 150.20
2013	4	\$ 12,534	\$ 62.67	10.46%	\$ 22.27	\$ 235.14
2014	1	\$ 7,997	\$ 39.99	1.76%	\$ 4.84	\$ 279.96
2014	2	\$ 15,894	\$ 79.47	5.19%	\$ 18.65	\$ 378.09
2014	3	\$ 18,039	\$ 90.20	1.09%	\$ 5.10	\$ 473.39
2014	4	\$ 14,651	\$ 73.26	4.89%	\$ 26.73	\$ 573.37
2015	1	\$ 11,465	\$ 57.33	0.91%	\$ 5.74	\$ 636.44
2015	2	\$ 14,473	\$ 72.37	0.26%	\$ 1.84	\$ 710.65
2015	3	\$ 16,833	\$ 84.17	-6.48%	\$ (51.50)	\$ 743.31
2015	4	\$ 9,193	\$ 45.97	7%	\$ 55.25	\$ 844.52
2016	1	\$ -	\$ -	1.25%	\$ 10.56	\$ 855.08
2016	2	\$ -	\$ -	2.42%	\$ 20.69	\$ 875.77
2016	3	\$ -	\$ -	3.82%	\$ 33.45	\$ 909.22
	Totals:		\$ 746			
2016	4		0	3.80%	\$ 35	\$ 943.78
2017	1		0	6.03%	\$ 57	\$ 1,000.69
2017	2		0	3.05%	\$ 31	\$ 1,031.21
Proj 2017	3		0	1.50%	\$ 15	\$ 1,046.67
Total Employer Contribution:						\$ 1,047

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Year	Qtr	Gross Backpay	EE Contrib.	ER Contrib.	EE +ER Contrib.	Return	Gain/Loss	Running Balance
			5 \$	0.05				0
2013	1	\$ 559	27.95	2.80	\$ 31	6.79%	\$ 2.09	\$ 32.83
2013	2	\$ 12,408	620.40	62.04	\$ 682	2.87%	\$ 20.53	\$ 735.80
2013	3	\$ 15,177	758.85	75.89	\$ 835	5.20%	\$ 81.67	\$ 1,652.20
2013	4	\$ 12,534	626.70	62.67	\$ 689	10.46%	\$ 244.93	\$ 2,586.50
2014	1	\$ 7,997	399.85	39.99	\$ 440	1.76%	\$ 53.26	\$ 3,079.60
2014	2	\$ 15,894	794.70	79.47	\$ 874	5.19%	\$ 205.20	\$ 4,158.97
2014	3	\$ 18,039	901.95	90.20	\$ 992	1.09%	\$ 56.15	\$ 5,207.26
2014	4	\$ 14,651	732.55	73.26	\$ 806	4.89%	\$ 294.04	\$ 6,307.11
2015	1	\$ 11,465	573.25	57.33	\$ 631	0.91%	\$ 63.13	\$ 7,000.82
2015	2	\$ 14,473	723.65	72.37	\$ 796	0.26%	\$ 20.27	\$ 7,817.10
2015	3	\$ 16,833	841.65	84.17	\$ 926	-6.48%	\$(566.54)	\$ 8,176.38
2015	4	\$ 9,193	459.65	45.97	\$ 506	7%	\$ 607.74	\$ 9,289.73
2016	1	\$ -	0.00	0.00	\$ -	1.25%	\$ 116.12	\$ 9,405.85
2016	2	\$ -	0.00	0.00	\$ -	2.42%	\$ 227.62	\$ 9,633.47
2016	3	\$ -	0.00	0.00	\$ -	3.82%	\$ 368.00	\$ 10,001.47
	Totals:	\$	7,461	\$ 746	\$ 8,207			
2016	4				0	3.80%	\$ 380	\$ 10,381.53
2017	1				0	6.03%	\$ 626	\$ 11,007.54
2017	2				0	3.05%	\$ 336	\$ 11,343.26
Proj 2017	3				0	1.50%	\$ 170	\$ 11,513.41
					Total			\$ 11,513

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07-CA-105217 SCHEDULE I: Growth on 401(k) balance at date of termination

Year	Qtr	Return on Investment		Running Balance
				\$689.22
2013	2	2.87%	\$19.78	\$709.00
2013	3	5.20%	\$36.87	\$745.87
2013	4	10.46%	\$78.02	\$823.89
2014	1	1.76%	\$14.50	\$838.39
2014	2	5.19%	\$43.51	\$881.90
2014	3	1.09%	\$9.61	\$891.51
2014	4	4.89%	\$43.59	\$935.11
2015	1	0.91%	\$8.51	\$943.62
2015	2	0.26%	\$2.45	\$946.07
2015	3	-6.48%	(\$61.31)	\$884.76
2015	4	7%	\$61.93	\$946.70
2016	1	1.25%	\$11.83	\$958.53
2016	2	2.42%	\$23.20	\$981.73
2016	3	3.82%	\$37.50	\$1,019.23
2016	4	3.80%	\$38.73	\$1,057.96
2017	1	6.03%	\$63.80	\$1,121.76
2017	2	3.05%	\$34.21	\$1,155.97
Proj 2017	3	1.50%	\$17.34	\$1,173

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Adjusted Taxes for Lump Sum Backpay

Schedule J Case Name: **Lou's Transport, Inc. and T.K.M.S., Inc.**
Case Number: **07-CA-102517**
Claimant: **Michael Hershey**

Year	Taxable Income (Backpay)	Filing Status	State	Federal Tax	State Tax
2013	3	Married Filing Jointly/Widower	MI	0	0
2014	4,445	Married Filing Jointly/Widower	MI	445	189
2015	2,751	Married Filing Jointly/Widower	MI	275	117
2016	9,749	Married Filing Jointly/Widower	MI	975	414
Taxes Paid:				1,695	720
2000 to 2016	(Sum) 16,948	Married Filing Jointly/Widower	MI	1,695	720

2017 0

Excess Tax on Backpay: 0 0
Incremental Tax on Backpay: 0
Total Excess Tax on Backpay:

5-9

3.1

Interim Expenses

Name: Lou's Transport - Case 07-CA-102517 Michael Hershey Schedule K

Year # ###	Qtr #	Interim Employment					Search for Work				Total	Mileage Rate For This Quarter	Notes
		Days	R/T to Employer	R/T to interim job	Additional Mileage	Lodging	Food	Mileage	Lodging	Food	Other		
2013	2	11	9.2	42.8	369.6						\$ 208.82	0.565	Kraken
2013	2	46	9.2	84.2	3450						\$ 1,949.25	0.565	Calo
2013	3	73	9.2	84.2	5475						\$ 3,093.38	0.565	Calo
2013	4	70	9.2	84.2	5250						\$ 2,966.25	0.565	Calo
2014	1	37	9.2	84.2	2775						\$ 1,554.00	0.560	Calo
2014	1	9	9.2	31.4	199.8						\$ 111.89	0.560	RD Com Temp
2014	2	60	9.2	84.2	4500						\$ 2,520.00	0.560	Calo
2014	3	45	9.2	84.2	3375						\$ 1,890.00	0.560	Calo - old house
2014	3	21	16.2	65.6	1037.4						\$ 580.94	0.560	Calo-New House
2014	4	50	16.2	65.6	2470						\$ 1,383.20	0.560	Calo
2014	4	10	16.2	17.6	14						\$ 7.84	0.560	RD Com Temp
2015	1	5	16.2	65.6	247						\$ 142.03	0.575	Calo
2015	1	21	16.2	17.6	29.4						\$ 16.91	0.575	RD Com Temp
2015	2	14	16.2	17.6	19.6						\$ 11.27	0.575	RD Com Temp
2015	2	56	16.2	65.6	2766.4						\$ 1,590.68	0.575	Tia Marie
2015	3	14	16.2	17.6	19.6						\$ 11.27	0.575	RD Com Temp
2015	3	64	16.2	65.6	3161.6						\$ 1,817.92	0.575	Tia Marie
2015	4	25	16.2	11.6	0						\$ -	0.575	RD Com Temp
2015	4	49	16.2	65.6	2420.6						\$ 1,391.85	0.575	Tia Marie
2016	1	64	16.2	11.6	0						\$ -	0.540	RD Com
2016	2	64	16.2	11.6	0						\$ -	0.540	RD COM
2016	3	47	16.2	11.6	0						\$ -	0.540	RD COM
2016	3	4	16.2	65.6	197.6						\$ 106.70	0.540	Calo
Total											\$ 21,354.19		

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Year	Qtr	Reg Hrs.	OT Hrs.	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Hershey Regular Hours	Hershey OT Hours	Net Backpay	Interim Expenses (Mileage)	Bonuses	Net Backpay & Expenses
2013	1	26.40	10.40		\$558.60	\$0.00	0.00	0.00	\$558.60	\$0.00	\$0.00	\$558.60
2013	2	513.88	279.41		\$12,408.83	\$12,847.02	488.50	207.75	-\$438.19	\$2,158.00	\$0.00	\$1,719.81
2013	3	536.00	367.78		\$15,177.15	\$17,682.15	517.00	348.75	-\$2,505.00	\$3,094.00	\$0.00	\$589.00
2013	4	532.76	241.275		\$12,534.36	\$14,479.32	479.00	227.25	-\$1,944.96	\$2,964.00	\$617.00	\$1,636.04
2014	1	468.76	62.26		\$7,997.21	\$4,842.33	233.50	8.75	\$3,154.88	\$1,666.00	\$0.00	\$4,820.88
2014	2	528.00	313.53		\$15,894.55	\$15,933.77	484.50	283.50	-\$39.22	\$2,520.00	\$0.00	\$2,480.78
2014	3	536.00	366.28		\$18,039.29	\$18,848.66	520.00	359.75	-\$809.37	\$2,470.00	\$0.00	\$1,660.63
2014	4	511.51	239.78		\$14,651.83	\$15,637.49	490.25	212.25	-\$985.66	\$1,391.00	\$2,700.00	\$3,105.34
2015	1	521.50	105.01		\$11,464.66	\$7,812.00	434.00	0.00	\$3,652.66	\$156.00	\$0.00	\$3,808.66
2015	2	520.75	242.25		\$14,472.74	\$15,689.25	499.25	248.25	-\$1,216.52	\$1,599.00	\$0.00	\$382.49
2015	3	532.00	316.66		\$16,833.83	\$19,579.64	520.00	376.50	-\$2,745.81	\$1,833.00	\$0.00	-\$912.81
2015	4	515.63	197.89		\$13,608.79	\$15,955.60	494.00	205.50	-\$2,346.81	\$1,391.00	\$1,000.00	\$44.19
2016	1	432.38	41.63		\$8,288.32	\$13,988.68	503.75	103.75	-\$5,700.36	\$0.00	\$0.00	-\$5,700.36
2016	2	535.63	263.40		\$15,589.73	\$10,776.53	508.00	63.50	\$4,813.20	\$0.00	\$950.00	\$5,763.20
2016	3	333.00	191.28		\$10,654.96	\$6,327.18	335.75	0.00	\$4,327.78	\$104.00	\$0.00	\$4,431.78
TOTALS		7,044.20	3,238.83		\$188,174.85	\$190,399.62	6,507.50	2,645.50	-\$2,224.77	\$21,346.00	\$5,267.00	\$24,388.23

Extra Reg. Hours Worked by Comparables

536.70

Add'l Pay Received by Hershey

\$2,224.77

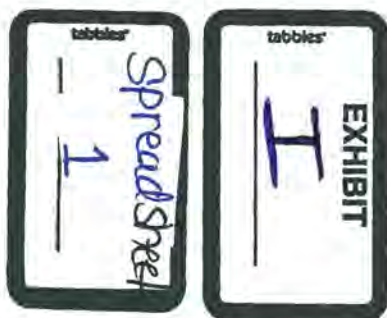
Extra OT Hours Worked by Comparables

593.33

Total Extra Hours Worked

1,130.03

CONCLUSION Hershey worked 1,130.03 hours less, yet made \$2,224.77 more. This is because his new jobs were always at a higher wage rate than his job at Lou's would have been.



Year	Qtr	Week End	Reg Hrs.	OT Hrs.	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Hershey Regular Hours	Hershey OT Hours	Employer	Net Backpay	Interim Expenses (Mileage)	Bonuses	Net Backpay & Expenses
2013	1	1/5												
2013	1	1/12												
2013	1	1/19												
2013	1	1/26												
2013	1	2/2												
2013	1	2/9												
2013	1	2/16												
2013	1	2/23												
2013	1	3/2												
2013	1	3/9												
2013	1	3/16												
2013	1	3/23												
2013	1	3/30	26.4	10.4	\$ 13.30	\$ 558.60	-							
2013	1	Total	26.40	10.40		\$ 558.60	-				\$ 558.60	-		\$ 558.60
2013	2	4/6	36.5	10.50	\$ 13.30	\$ 694.93	\$ 501.25	40.00	6.75	1		\$ 166.00		
2013	2	4/13	36.50	10.50	\$ 13.30	\$ 694.93	\$ 215.00	21.50	0.00	1		\$ 166.00		
2013	2	4/20	40.00	14.88	\$ 13.30	\$ 828.86	\$ 255.00	25.50	0.00	1		\$ 166.00		
2013	2	4/27	40.00	15.25	\$ 13.30	\$ 836.24	\$ 630.25	41.50	0.00	1.2		\$ 166.00		
2013	2	5/4	40.00	28.38	\$ 13.30	\$ 1,098.18	\$ 1,406.75	40.00	28.50	2		\$ 166.00		
2013	2	5/11	40.00	28.88	\$ 13.30	\$ 1,108.16	\$ 1,515.13	40.00	32.75	2		\$ 166.00		
2013	2	5/18	40.00	25.25	\$ 13.30	\$ 1,035.74	\$ 1,400.38	40.00	28.25	2		\$ 166.00		
2013	2	5/25	40.00	25.63	\$ 13.30	\$ 1,043.32	\$ 1,119.88	40.00	17.25	2		\$ 166.00		
2013	2	6/1	38.50	19.25	\$ 13.30	\$ 896.09	\$ 782.00	40.00	4.00	2		\$ 166.00		
2013	2	6/8	38.38	19.38	\$ 13.30	\$ 897.09	\$ 1,387.63	40.00	27.75	2		\$ 166.00		
2013	2	6/15	42.00	28.00	\$ 13.30	\$ 1,117.20	\$ 801.13	40.00	4.75	2		\$ 166.00		
2013	2	6/22	42.00	28.13	\$ 13.30	\$ 1,119.79	\$ 1,547.00	40.00	34.00	2		\$ 166.00		
2013	2	6/29	40.00	25.38	\$ 13.30	\$ 1,038.33	\$ 1,285.63	40.00	23.75	2		\$ 166.00		
2013	2	Total	513.88	279.41		\$ 12,408.83	\$ 12,847.02	488.50	207.75		\$ (438.19)	\$ 2,158.00	\$ -	\$ 1,719.81

2013	3	7/6	48.00	25.38	\$ 13.30	\$ 1,144.73	\$ 420.75	24.75	0.00	2		\$ 238.00		
2013	3	7/13	40.00	31.13	\$ 14.01	\$ 1,214.60	\$ 1,288.46	52.25	35.25	2		\$ 238.00	Diff in	
2013	3	7/20	40.00	31.50	\$ 14.01	\$ 1,222.37	\$ 1,279.25	40.00	23.50	2		\$ 238.00	YTD	
2013	3	7/27	40.00	23.50	\$ 14.01	\$ 1,054.25	\$ 1,489.63	40.00	31.75	2		\$ 238.00		
2013	3	8/3	44.00	23.50	\$ 14.01	\$ 1,110.29	\$ 1,700.00	40.00	40.00	2		\$ 238.00		
2013	3	8/10	40.00	29.50	\$ 14.01	\$ 1,180.34	\$ 1,432.25	40.00	29.50	2		\$ 238.00		
2013	3	8/17	40.00	29.63	\$ 14.01	\$ 1,183.07	\$ 1,559.75	40.00	34.50	2		\$ 238.00		
2013	3	8/24	40.00	25.63	\$ 14.01	\$ 1,099.01	\$ 1,368.50	40.00	27.00	2		\$ 238.00		
2013	3	8/31	40.00	25.75	\$ 14.01	\$ 1,101.54	\$ 1,247.38	40.00	22.25	2		\$ 238.00		
2013	3	9/7	40.00	26.13	\$ 14.01	\$ 1,109.52	\$ 1,311.13	40.00	24.75	2		\$ 238.00		
2013	3	9/14	40.00	26.63	\$ 14.01	\$ 1,120.03	\$ 1,119.88	40.00	17.25	2		\$ 238.00		
2013	3	9/21	44.00	34.75	\$ 14.01	\$ 1,346.71	\$ 1,457.75	40.00	30.50	2		\$ 238.00		
2013	3	9/28	40.00	34.75	\$ 14.01	\$ 1,290.67	\$ 1,508.75	40.00	32.50	2		\$ 238.00		
2013	3	Total	538.00	367.78		\$ 15,177.15	\$ 17,682.15	517.00	348.75		\$ (2,505.00)	\$ 3,094.00	\$ -	\$ 589.00
2013	4	10/5	40	30.25	\$ 14.01	\$ 1,196.10	\$ 1,432.25	40.00	29.50	2		\$ 247.00		
2013	4	10/12	40	30.38	\$ 14.01	\$ 1,198.84	\$ 1,457.75	40.00	30.50	2		\$ 247.00		
2013	4	10/19	40	33.63	\$ 14.01	\$ 1,267.13	\$ 1,279.25	40.00	23.50	2		\$ 247.00		
2013	4	10/26	44.00	33.88	\$ 14.01	\$ 1,328.43	\$ 1,323.88	40.00	25.25	2		\$ 247.00		
2013	4	11/2	39.50	19.13	\$ 14.01	\$ 955.41	\$ 1,221.88	40.00	21.25	2		\$ 247.00		
2013	4	11/9	39.88	19.25	\$ 14.01	\$ 963.26	\$ 1,489.63	40.00	31.75	2		\$ 247.00		
2013	4	11/16	40.00	20.25	\$ 14.01	\$ 985.95	\$ 864.88	40.00	7.25	2		\$ 247.00		
2013	4	11/23	40	20.63	\$ 14.01	\$ 993.94	\$ 1,132.63	40.00	17.75	2		\$ 247.00		
2013	4	11/30	46.5	9.75	\$ 14.01	\$ 856.36	\$ 663.00	39.00	0.00	2		\$ 247.00		
2013	4	12/7	38.88	7.75	\$ 14.01	\$ 707.58	\$ 1,049.75	40.00	14.50	2		\$ 247.00		
2013	4	12/14	40.00	5.625	\$ 14.01	\$ 678.61	\$ 1,438.17	40.00	8.50	2.2		\$ 247.00	\$ 617.00	
2013	4	12/21	40	5.75	\$ 14.01	\$ 681.24	\$ 1,126.25	40.00	17.50	3		\$ 247.00		
2013	4	12/28	44	5	\$ 14.01	\$ 721.52	\$ -							
2013	4	Total	532.76	241.28		\$ 12,534.36	\$ 14,479.32	479.00	227.25		\$ (1,944.96)	\$ 2,964.00	\$ 617.00	\$ 1,636.04
2014	1	1/4	44	5	\$ 14.01	\$ 721.52	\$ 993.95	20.25	0.00	2		\$ 167.00		
2014	1	1/11	33.63	0	\$ 14.01	\$ 471.16	\$ 195.50	11.50	0.00	2		\$ 167.00		
2014	1	1/18	40	14.25	\$ 14.01	\$ 859.86	\$ 903.13	40.00	8.75	2		\$ 167.00		
2014	1	1/25	27.75	0	\$ 14.01	\$ 388.78	\$ -							

2014	1	2/1	28	0	\$ 14.01	\$ 392.28	\$ 182.75	10.75	0.00	2	\$ 167.00
2014	1	2/8	40	8.625	\$ 14.01	\$ 741.65	\$ 395.25	23.25	0.00	2	\$ 167.00
2014	1	2/15	40	9	\$ 14.01	\$ 749.54	\$ 493.00	29.00	0.00	2	\$ 167.00
2014	1	2/22	37.5	4.75	\$ 14.01	\$ 625.20	\$ 391.00	23.00	0.00	2	\$ 167.00
2014	1	3/1	40	11.38	\$ 14.01	\$ 799.55	\$ 493.00	29.00	0.00	2	\$ 167.00
2014	1	3/8	34.25	2.75	\$ 14.01	\$ 537.63	\$ 654.50	38.50	0.00	2	\$ 167.00
2014	1	3/15	38.25	3.5	\$ 14.01	\$ 809.44	\$ 140.25	8.25	0.00	2	\$ 167.00
2014	1	3/22	35.13	3	\$ 15.75	\$ 624.17	\$ -				
2014	1	3/29	30.25	0	\$ 15.75	\$ 476.44	\$ -				
2014	1	Total	468.76	62.26	\$ 7,997.21	\$ 4,842.33	233.50	8.75	\$ 3,154.88	\$ 1,666.00	\$ - \$ 4,820.88
2014	2	4/5	40	15.63	\$ 15.75	\$ 999.26	\$ 183.75	10.50	0.00	2	\$ 194.00
2014	2	4/12	40	15.75	\$ 15.75	\$ 1,002.09	\$ 1,146.25	40.00	17.00	2	\$ 194.00
2014	2	4/19	40	17.13	\$ 15.75	\$ 1,034.70	\$ 585.00	34.00	0.00	2	\$ 194.00
2014	2	4/26	40	17.13	\$ 15.75	\$ 1,034.70	\$ 850.94	40.00	5.75	2	\$ 194.00
2014	2	5/3	40	30.25	\$ 15.75	\$ 1,344.66	\$ 1,264.38	40.00	21.00	2	\$ 194.00
2014	2	5/10	40	30.00	\$ 15.75	\$ 1,338.75	\$ 1,382.50	40.00	28.00	2	\$ 194.00
2014	2	5/17	40	29.50	\$ 15.94	\$ 1,342.95	\$ 1,316.88	40.00	23.50	2	\$ 194.00
2014	2	5/24	40	27.38	\$ 15.94	\$ 1,292.28	\$ 1,579.38	40.00	33.50	2	\$ 194.00
2014	2	5/31	42	24.50	\$ 15.75	\$ 1,240.31	\$ 1,120.00	40.00	16.00	2	\$ 194.00
2014	2	6/7	46	24.75	\$ 15.75	\$ 1,309.22	\$ 1,677.81	40.00	37.25	2	\$ 194.00
2014	2	6/14	40	32.13	\$ 15.75	\$ 1,389.07	\$ 1,690.94	40.00	37.75	2	\$ 194.00
2014	2	6/21	40	36.50	\$ 15.75	\$ 1,492.31	\$ 1,526.88	40.00	31.50	2	\$ 194.00
2014	2	6/28	40	12.88	\$ 18.11	\$ 1,074.29	\$ 1,599.06	40.00	34.25	2	\$ 194.00
2014	2	Total	528.00	313.53	\$ 15,894.55	\$ 15,933.77	484.50	283.50	\$ (39.22)	\$ 2,520.00	\$ - \$ 2,480.78
2014	3	7/5	44	22.63	\$ 15.75	\$ 1,227.63	\$ 1,120.00	40.00	16.00	2	\$ 190.00
2014	3	7/12	40	32.75	\$ 16.48	\$ 1,468.78	\$ 1,382.81	40.00	25.25	2	\$ 190.00
2014	3	7/19	40	32.88	\$ 16.48	\$ 1,471.99	\$ 1,684.38	40.00	37.50	2	\$ 190.00
2014	3	7/26	40	34.00	\$ 16.97	\$ 1,544.27	\$ 1,736.88	40.00	39.50	2	\$ 190.00
2014	3	8/2	40	37.00	\$ 16.97	\$ 1,620.64	\$ 1,277.50	40.00	22.00	2	\$ 190.00
2014	3	8/9	44	28.75	\$ 16.25	\$ 1,415.78	\$ 1,231.58	40.00	20.25	2	\$ 190.00
2014	3	8/16	40	28.63	\$ 16.25	\$ 1,347.86	\$ 1,343.13	40.00	24.50	2	\$ 190.00
2014	3	8/23	40	25.50	\$ 17.08	\$ 1,338.51	\$ 1,638.00	40.00	34.00	2	\$ 190.00

2014	3	8/30	40	25.63	\$ 17.08	\$ 1,339.84	\$ 1,354.65	40.00	21.50	2		\$ 190.00	
2014	3	9/6	48	19.75	\$ 16.25	\$ 1,261.41	\$ 1,037.25	40.00	11.75	2		\$ 190.00	
2014	3	9/13	40	19.75	\$ 16.25	\$ 1,131.41	\$ 1,644.75	40.00	34.25	2		\$ 190.00	
2014	3	9/20	40	29.38	\$ 17.05	\$ 1,433.39	\$ 1,712.25	40.00	36.75	2		\$ 190.00	
2014	3	9/27	40	29.63	\$ 17.05	\$ 1,439.79	\$ 1,705.50	40.00	36.50	2		\$ 190.00	
2014	3	Total	536.00	386.28		\$ 18,039.29	18,848.66	520.00	359.75		\$ (809.37)	\$ 2,470.00	\$ 1,660.63
2014	4	10/4	40	23.88	\$ 18.15	\$ 1,376.13	\$ 1,293.75	40.00	21.25	2		\$ 107.00	
2014	4	10/11	40	24.13	\$ 18.15	\$ 1,382.94	\$ 1,698.75	40.00	36.25	2		\$ 107.00	
2014	4	10/18	40	31.38	\$ 17.29	\$ 1,505.44	\$ 1,118.25	40.00	14.75	2		\$ 107.00	
2014	4	10/25	40	31.63	\$ 17.29	\$ 1,511.92	\$ 1,671.75	40.00	35.25	2		\$ 107.00	
2014	4	11/1	40	24.88	\$ 16.41	\$ 1,268.82	\$ 1,476.00	40.00	28.00	2		\$ 107.00	
2014	4	11/8	40	25.25	\$ 16.41	\$ 1,277.93	\$ 1,455.75	40.00	27.25	2		\$ 107.00	
2014	4	11/15	40	22.00	\$ 16.25	\$ 1,186.25	\$ 1,482.75	40.00	28.25	2		\$ 107.00	
2014	4	11/22	40	22.50	\$ 16.25	\$ 1,198.44	\$ 1,179.00	40.00	17.00	2		\$ 107.00	
2014	4	11/29	39	6.75	\$ 16.25	\$ 798.28	\$ 576.00	32.00	0.00	2		\$ 107.00	
2014	4	12/6	39.13	6.75	\$ 16.25	\$ 800.39	\$ 834.75	40.00	4.25	2		\$ 107.00	\$ 1,450.00
2014	4	12/13	40.00	10.25	\$ 16.25	\$ 899.84	\$ 1,894.75	10.50	0.00	2		\$ 107.00	\$ 1,250.00
2014	4	12/20	40	10.38	\$ 16.25	\$ 903.01	\$ 1,455.75	20.75	0.00	2		\$ 107.00	
2014	4	12/27	33.38	0.00	\$ 16.25	\$ 542.43	\$ 1,388.98	67.00	0.00	2.3		\$ 107.00	
2014	4	Total	511.51	239.78		\$ 14,651.83	15,637.49	490.25	212.25		\$ (985.66)	\$ 1,391.00	\$ 2,700.00
													\$ 3,105.34
													incl. \$1008 from road commission
2015	1	1/3	33.50	0	\$ 16.25	\$ 544.38	\$ 720.00	40.00	0.00	3		\$ 12.00	
2015	1	1/10	39.25	5.5	\$ 17.01	\$ 807.98	\$ 180.00	10.00	0.00	2		\$ 12.00	
2015	1	1/17	39.25	5.88	\$ 17.01	\$ 817.54	\$ 864.00	48.00	0.00	3		\$ 12.00	
2015	1	1/24	40	13.00	\$ 16.25	\$ 966.88	\$ 175.50	9.75	0.00	2		\$ 12.00	
2015	1	1/31	40	13	\$ 16.25	\$ 966.88	\$ 868.50	48.25	0.00	3		\$ 12.00	
2015	1	2/7	40	9.625	\$ 17.36	\$ 945.04	\$ 229.50	12.75	0.00	2		\$ 12.00	
2015	1	2/14	40.00	9.875	\$ 17.36	\$ 951.55	\$ 1,242.00	69.00	0.00	2.3		\$ 12.00	
2015	1	2/21	40	11.25	\$ 16.25	\$ 924.22						\$ 12.00	
2015	1	2/28	40.00	11.25	\$ 16.25	\$ 924.22	\$ 1,008.00	56.00	0.00	3		\$ 12.00	
2015	1	3/7	40.00	12.63	\$ 18.25	\$ 1,075.75				3		\$ 12.00	
2015	1	3/14	40.00	13	\$ 18.25	\$ 1,085.88	\$ 1,480.50	82.25	0.00	3.4		\$ 12.00	
2015	1	3/21	44.75	0	\$ 16.25	\$ 727.19				3		\$ 12.00	

2015	1	3/28	44.75	0	\$ 16.25	\$ 727.19	\$ 1,044.00	58.00	0.00	3.4		\$ 12.00	
2015	1	Total	521.50	105.01		\$ 11,464.66	7,812.00	434.00	0.00		\$ 3,652.66	156.00	\$ 3,808.66
2015	2	4/4	36.50	0.5	\$ 17.29	\$ 644.05						\$ 123.00	
2015	2	4/11	36.25	0.75	\$ 17.29	\$ 646.21	\$ 864.00	48.00	0.00	3		\$ 123.00	
2015	2	4/18	40.00	5.5	\$ 16.54	\$ 798.06	\$ 202.50	11.25	0.00	4		\$ 123.00	
2015	2	4/25	40.00	5.75	\$ 16.54	\$ 804.26	1,440	80.00	0.00	3.4		\$ 123.00	
2015	2	5/2	40.00	24.25	\$ 16.25	\$ 1,241.09	1,213	40.00	18.25	4		\$ 123.00	
2015	2	5/9	40.00	24.25	\$ 16.25	\$ 1,241.09	1,604	40.00	32.75	4		\$ 123.00	
2015	2	5/16	40.00	31	\$ 16.25	\$ 1,405.63	1,226	40.00	18.75	4		\$ 123.00	
2015	2	5/23	40.00	31	\$ 16.25	\$ 1,405.63	1,557	40.00	31.00	4		\$ 123.00	
2015	2	5/30	44.00	22.5	\$ 16.25	\$ 1,263.44	943	40.00	8.25	4		\$ 123.00	
2015	2	6/6	44.00	22.5	\$ 16.25	\$ 1,263.44	1,658	40.00	34.75	4		\$ 123.00	
2015	2	6/13	40.00	27.75	\$ 16.25	\$ 1,326.41	1,753	40.00	38.25	4		\$ 123.00	
2015	2	6/20	40.00	27.75	\$ 16.25	\$ 1,326.41	1,652	40.00	34.50	4		\$ 123.00	
2015	2	6/27	40.00	18.75	\$ 16.25	\$ 1,107.03	1,577	40.00	31.75	4		\$ 123.00	
2015	2	Total	520.75	242.25		\$ 14,472.74	15,689.25	499.25	248.25		\$ 11,216.52	1,599.00	\$ 382.49
2015	3	7/4	44.00	15	\$ 16.25	\$ 1,080.63	\$ 1,233.00	40.00	19.00	4		\$ 141.00	
2015	3	7/11	40.00	19.75	\$ 16.75	\$ 1,166.22	\$ 1,550.25	40.00	30.75	4		\$ 141.00	
2015	3	7/18	40.00	19.63	\$ 16.75	\$ 1,163.20	\$ 1,266.75	40.00	20.25	4		\$ 141.00	
2015	3	7/25	40.00	29.63	\$ 16.75	\$ 1,414.45	\$ 1,705.50	40.00	36.50	4		\$ 141.00	
2015	3	8/1	40.00	29.5	\$ 16.75	\$ 1,411.19	\$ 1,611.00	40.00	33.00	4		\$ 141.00	
2015	3	8/8	40.00	25.75	\$ 16.75	\$ 1,316.97	\$ 1,698.75	40.00	36.25	4		\$ 141.00	
2015	3	8/15	40.00	28.38	\$ 16.75	\$ 1,332.80	\$ 1,590.75	40.00	32.25	4		\$ 141.00	
2015	3	8/22	40.00	25.88	\$ 16.75	\$ 1,320.24	\$ 1,388.25	40.00	24.75	4		\$ 141.00	
2015	3	8/29	40.00	25.88	\$ 16.75	\$ 1,320.24	\$ 1,428.89	40.00	24.25	4		\$ 141.00	
2015	3	9/5	44.00	18.75	\$ 16.75	\$ 1,208.09	\$ 1,381.50	40.00	24.50	4		\$ 141.00	
2015	3	9/12	44.00	18.63	\$ 16.75	\$ 1,205.08	\$ 1,408.50	40.00	25.50	4		\$ 141.00	
2015	3	9/19	40.00	30.88	\$ 16.75	\$ 1,445.86	\$ 1,631.25	40.00	33.75	4		\$ 141.00	
2015	3	9/26	40.00	31	\$ 16.75	\$ 1,448.88	\$ 1,685.25	40.00	35.75	4		\$ 141.00	
2015	3	Total	532.00	316.66		\$ 16,833.83	19,579.64	520.00	376.50		\$ 12,745.81	1,833.00	\$ (912.81)
2015	4	10/3	44.00	19.5	\$ 16.75	\$ 1,226.94	\$ 1,536.75	40.00	30.25	4		\$ 107.00	

2015	4	10/10	40.00	12	\$ 16.75	\$ 971.50	\$ 1,631.25	40.00	33.75	4	\$ 107.00	
2015	4	10/17	40.00	22.00	\$ 16.75	\$ 1,222.75	\$ 1,455.75	40.00	27.25	4	\$ 107.00	
2015	4	10/24	40.00	22.88	\$ 16.75	\$ 1,244.86	\$ 1,388.25	40.00	24.75	4	\$ 107.00	
2015	4	10/31	40.00	18.5	\$ 16.75	\$ 1,134.81	\$ 1,158.75	40.00	16.25	4	\$ 107.00	
2015	4	11/7	40.00	19.25	\$ 16.75	\$ 1,153.66	\$ 1,462.50	40.00	27.50	4	\$ 107.00	
2015	4	11/14	40.00	17.88	\$ 16.75	\$ 1,119.24	\$ 1,509.75	40.00	29.25	4	\$ 107.00	
2015	4	11/21	40.00	17.88	\$ 16.75	\$ 1,119.24	\$ 1,165.60	40.00	16.50	4	\$ 107.00	
2015	4	11/28	40.63	8.125	\$ 16.75	\$ 884.69	\$ -				\$ 107.00	
2015	4	12/5	40.00	8.375	\$ 16.75	\$ 880.42	\$ 1,384.00	54.00	0.00	3	\$ 107.00	
2015	4	12/12	40.00	15.5	\$ 16.75	\$ 1,059.44	\$ 812.00	40.00	0.00	?	\$ 107.00	\$ 1,000.00
2015	4	12/19	40.00	16	\$ 16.75	\$ 1,072.00	\$ 1,895.00	40.00	0.00	?	\$ 107.00	
2015	4	12/26	31.00	0	\$ 16.75	\$ 519.25	\$ 556.00	40.00	0.00	?	\$ 107.00	
2015	4	Total	515.63	197.89		\$ 13,608.79	15,955.60	494.00	205.50		\$ (2,346.81)	1,391.00 \$ 1,000.00 \$ 44.19
2016	1	1/2	31.50	0	\$ 16.75	\$ 527.63	\$ 1,719.09	48.00	8.00	3	\$ -	
2016	1	1/9	20.50	0	\$ 16.75	\$ 343.38					\$ -	
2016	1	1/16	21.00	0	\$ 16.75	\$ 351.75	\$ 2,727.77	79.75	36.00	3	\$ -	
2016	1	1/23	16.25	0	\$ 16.75	\$ 272.19					\$ -	
2016	1	1/30	40.00	7	\$ 16.75	\$ 845.88	\$ 1,719.09	72.00	8.00	3	\$ -	
2016	1	2/6	38.00	0	\$ 16.75	\$ 636.50					\$ -	
2016	1	2/13	38.50	0	\$ 16.75	\$ 644.88	\$ 2,246.63	80.00	21.75	3	\$ -	
2016	1	2/20	19.50	0	\$ 16.75	\$ 326.63					\$ -	
2016	1	2/27	40.00	5.75	\$ 16.75	\$ 814.47	\$ 2,175.47	72.00	16.50	3	\$ -	
2016	1	3/5	39.50	6	\$ 16.75	\$ 812.38					\$ -	
2016	1	3/12	40.00	10.13	\$ 16.75	\$ 924.52	\$ 1,966.07	80.00	13.50	3	\$ -	
2016	1	3/19	43.63	6.5	\$ 16.75	\$ 894.12					\$ -	
2016	1	3/26	44.00	6.25	\$ 16.75	\$ 894.03	\$ 1,434.56	72.00	0.00	3	\$ -	
2016	1	Total	432.38	41.63		\$ 8,288.32	13,988.68	503.75	103.75		\$ (5,700.36)	0.00 \$ - \$ (5,700.36)
2016	2	4/2	39.63	0	\$ 16.75	\$ 663.80				3	\$ -	
2016	2	4/9	40.00	5.5	\$ 16.75	\$ 808.19	\$ 1,674.63	80.00	6.75		\$ -	
2016	2	4/16	40.00	19.13	\$ 16.75	\$ 1,150.64				3	\$ -	
2016	2	4/23	40.00	19.5	\$ 16.75	\$ 1,159.94	\$ 2,089.93	80.00	27.25		\$ -	
2016	2	4/30	44.00	21	\$ 16.75	\$ 1,264.63				3	\$ -	

2016	2	5/7	44.00	21	\$ 16.75	\$ 1,264.63	\$ 1,785.19	80.00	15.50		\$ -		
2016	2	5/14	40.00	33.38	\$ 16.75	\$ 1,508.67				3	\$ -		
2016	2	5/21	40.00	34.25	\$ 16.75	\$ 1,530.53	\$ 1,707.39	80.00	12.50		\$ -	\$ 550.00	
2016	2	5/28	40.00	17	\$ 16.75	\$ 1,097.13				3	\$ -	\$ 400.00	
2016	2	6/4	48.00	17.25	\$ 16.75	\$ 1,237.41	\$ 1,422.10	72.00	1.50		\$ -		
2016	2	6/11	40.00	25.38	\$ 16.75	\$ 1,307.67				3	\$ -		
2016	2	6/18	40.00	25.38	\$ 16.75	\$ 1,307.67	\$ 1,405.69	80.00	0.00		\$ -		
2016	2	6/25	40.00	24.83	\$ 16.75	\$ 1,288.83	\$ 691.60	36.00	0.00	3	\$ -		
1/2 bc end of qtr.													
2016	2	Total	535.63	263.40		\$ 15,589.73	\$ 10,776.53	508.00	63.50		\$ 4,813.20	0.00	\$ 950.00 \$ 5,763.20
2016	3	7/2	40.00	24.88	\$ 16.75	\$ 1,295.11	\$ 691.60	36.00	0.00	3	\$ 13.00		
2016	3	7/9	44.00	22.5	\$ 17.25	\$ 1,341.19	\$ 1,434.58	64.00	0.00	3	\$ 13.00		
2016	3	7/16	49.00	22.13	\$ 17.25	\$ 1,417.86					\$ 13.00		
2016	3	7/23	40.00	25.5	\$ 17.25	\$ 1,349.81	\$ 1,383.21	78.75	0.00		\$ 13.00		
2016	3	7/30	40.00	25.63	\$ 17.25	\$ 1,353.18					\$ 13.00		
2016	3	8/6	40.00	23.38	\$ 17.25	\$ 1,294.96	\$ 1,434.56	80.00	0.00	3	\$ 13.00		
2016	3	8/13	40.00	23.38	\$ 17.25	\$ 1,294.96					\$ 13.00		
2016	3	8/20	40.00	23.88	\$ 17.25	\$ 1,307.90	\$ 1,383.23	77.00	0.00	3	\$ 13.00		
2016	3	8/27											
2016	3	9/3											
2016	3	9/10											
2016	3	9/17											
2016	3	9/24											
2016	3	Total	333.00	191.28		\$ 10,654.96	\$ 6,327.18	335.75	0.00		\$ 4,327.78	104.00	\$ - \$ 4,431.78

Check Figures 7044.20 3238.83 188174.85 190399.62 6507.50 2645.50

means a change from NLRB's 4th Amended Compliance Spec.

- 1 Kracken
- 2 Calo
- 3 Road Com
- 4 Tia M

Year	Qtr	Reg Hrs.	OT Hrs.	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Hershey Regular Hours	Hershey OT Hours	Net Backpay	Interim Expenses (Mileage)	Bonuses	Net Backpay & Expenses
2013	1	26.40	10.40		\$558.60	\$0.00	0.00	0.00	\$558.60	\$0.00	\$0.00	\$558.60
2013	2	513.88	279.41		\$12,408.83	\$12,847.02	488.50	207.75	-\$438.19	\$2,158.00	\$0.00	\$1,719.81
2013	3	536.00	367.78		\$15,177.15	\$17,682.15	517.00	348.75	-\$2,505.00	\$3,094.00	\$0.00	\$589.00
2013	4	532.76	241.275		\$12,534.36	\$14,479.32	479.00	227.25	-\$1,944.96	\$2,964.00	\$617.00	\$1,636.04
2014	1	468.76	62.26		\$7,997.21	\$4,842.33	233.50	8.75	\$3,154.88	\$1,666.00	\$0.00	\$4,820.88
2014	2	528.00	313.53		\$15,723.15	\$15,933.77	484.50	283.50	-\$210.62	\$2,520.00	\$0.00	\$2,309.38
2014	3	536.00	366.28		\$17,599.10	\$18,848.66	520.00	359.75	-\$1,249.56	\$2,470.00	\$0.00	\$1,220.44
2014	4	511.51	239.78		\$14,156.68	\$15,637.49	490.25	212.25	-\$1,480.82	\$1,391.00	\$2,700.00	\$2,610.19
2015	1	521.50	105.01		\$11,270.76	\$7,812.00	434.00	0.00	\$3,458.76	\$156.00	\$0.00	\$3,614.76
2015	2	520.75	242.25		\$14,367.03	\$15,689.25	499.25	248.25	-\$1,322.22	\$1,599.00	\$0.00	\$276.78
2015	3	532.00	316.66		\$16,833.83	\$19,579.64	520.00	376.50	-\$2,745.81	\$1,833.00	\$0.00	-\$912.81
2015	4	515.63	197.89		\$13,608.79	\$15,955.60	494.00	205.50	-\$2,346.81	\$1,391.00	\$1,000.00	\$44.19
2016	1	432.38	41.63		\$8,288.32	\$13,988.68	503.75	103.75	-\$5,700.36	\$0.00	\$0.00	-\$5,700.36
2016	2	535.63	263.40		\$15,589.73	\$10,776.53	508.00	63.50	\$4,813.20	\$0.00	\$950.00	\$5,763.20
2016	3	333.00	191.28		\$10,654.96	\$6,327.18	335.75	0.00	\$4,327.78	\$104.00	\$0.00	\$4,431.78
TOTALS		7,044.20	3,238.83		\$186,768.49	\$190,399.62	6,507.50	2,645.50	-\$3,631.13	\$21,346.00	\$5,267.00	\$22,981.87

Extra Reg. Hours Worked by Comparables

536.70

Add'l Pay Received by Hershey

\$3,631.13

Extra OT Hours Worked by Comparables

593.33

Total Extra Hours Worked

1,130.03

CONCLUSION: Hershey worked 1,130.03 hours less yet made \$3,631.13 more. This is because his new jobs were always at a higher wage rate than his job at Lou's would have been.



Year	Qtr	Week End	Reg Hrs.	OT Hrs.	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Hershey Regular Hours	Hershey OT Hours	Employer	Net Backpay	Interim Expenses (Mileage)	Bonuses	Net Backpay & Expenses
2013	1	1/5				-								
2013	1	1/12				-								
2013	1	1/19				-								
2013	1	1/26				-								
2013	1	2/2				-								
2013	1	2/9				-								
2013	1	2/16				-								
2013	1	2/23				-								
2013	1	3/2				-								
2013	1	3/9				-								
2013	1	3/16				-								
2013	1	3/23				-								
2013	1	3/30	26.4	10.4	\$ 13.30	\$ 558.60	-							
2013	1	Total	26.40	10.40		\$ 558.60	-				\$ 558.60	-		\$ 558.60
2013	2	4/6	36.5	10.50	\$ 13.30	\$ 694.93	\$ 501.25	40.00	6.75	1		\$ 166.00		
2013	2	4/13	36.50	10.50	\$ 13.30	\$ 694.93	\$ 215.00	21.50	0.00	1		\$ 166.00		
2013	2	4/20	40.00	14.88	\$ 13.30	\$ 628.86	\$ 255.00	25.50	0.00	1		\$ 166.00		
2013	2	4/27	40.00	15.25	\$ 13.30	\$ 836.24	\$ 630.25	41.50	0.00	1.2		\$ 166.00		
2013	2	5/4	40.00	28.38	\$ 13.30	\$ 1,098.18	\$ 1,406.75	40.00	28.50	2		\$ 166.00		
2013	2	5/11	40.00	28.88	\$ 13.30	\$ 1,108.16	\$ 1,515.13	40.00	32.75	2		\$ 166.00		
2013	2	5/18	40.00	25.25	\$ 13.30	\$ 1,035.74	\$ 1,400.38	40.00	28.25	2		\$ 166.00		
2013	2	5/25	40.00	25.63	\$ 13.30	\$ 1,043.32	\$ 1,119.88	40.00	17.25	2		\$ 166.00		
2013	2	6/1	38.50	19.25	\$ 13.30	\$ 896.09	\$ 782.00	40.00	4.00	2		\$ 166.00		
2013	2	6/8	38.38	19.38	\$ 13.30	\$ 897.09	\$ 1,387.63	40.00	27.75	2		\$ 166.00		
2013	2	6/15	42.00	28.00	\$ 13.30	\$ 1,117.20	\$ 801.13	40.00	4.75	2		\$ 166.00		
2013	2	6/22	42.00	28.13	\$ 13.30	\$ 1,119.79	\$ 1,547.00	40.00	34.00	2		\$ 166.00		
2013	2	6/29	40.00	25.38	\$ 13.30	\$ 1,038.33	\$ 1,285.63	40.00	23.75	2		\$ 166.00		
2013	2	Total	513.88	279.41		\$ 12,408.83	\$ 12,847.02	486.50	207.75		\$ (438.19)	\$ 2,158.00	\$ -	\$ 1,719.81

2013	3	7/6	48.00	25.38	\$ 13.30	\$ 1,144.73	\$ 420.75	24.75	0.00	2		\$ 238.00		
2013	3	7/13	40.00	31.13	\$ 14.01	\$ 1,214.60	\$ 1,252.13	52.25	35.25	2		\$ 238.00		Diff in YTD
2013	3	7/20	40.00	31.50	\$ 14.01	\$ 1,222.37	\$ 1,279.25	40.00	23.50	2		\$ 238.00		
2013	3	7/27	40.00	23.50	\$ 14.01	\$ 1,054.25	\$ 1,489.63	40.00	31.75	2		\$ 238.00		
2013	3	8/3	44.00	23.50	\$ 14.01	\$ 1,110.29	\$ 1,700.00	40.00	40.00	2		\$ 238.00		
2013	3	8/10	40.00	29.50	\$ 14.01	\$ 1,180.34	\$ 1,432.25	40.00	29.50	2		\$ 238.00		
2013	3	8/17	40.00	29.63	\$ 14.01	\$ 1,183.07	\$ 1,559.75	40.00	34.50	2		\$ 238.00		
2013	3	8/24	40.00	25.63	\$ 14.01	\$ 1,099.01	\$ 1,368.50	40.00	27.00	2		\$ 238.00		
2013	3	8/31	40.00	25.75	\$ 14.01	\$ 1,101.54	\$ 1,247.38	40.00	22.25	2		\$ 238.00		
2013	3	9/7	40.00	26.13	\$ 14.01	\$ 1,109.52	\$ 1,311.13	40.00	24.75	2		\$ 238.00		
2013	3	9/14	40.00	26.63	\$ 14.01	\$ 1,120.03	\$ 1,119.88	40.00	17.25	2		\$ 238.00		
2013	3	9/21	44.00	34.75	\$ 14.01	\$ 1,348.71	\$ 1,457.75	40.00	30.50	2		\$ 238.00		
2013	3	9/28	40.00	34.75	\$ 14.01	\$ 1,290.67	\$ 1,508.75	40.00	32.50	2		\$ 238.00		
2013	3	Total	536.00	367.78		\$ 15,177.15	\$ 17,682.15	517.00	348.75		\$ (2,505.00)	\$ 3,094.00	\$ -	\$ 589.00
2013	4	10/5	40	30.25	\$ 14.01	\$ 1,196.10	\$ 1,432.25	40.00	29.50	2		\$ 247.00		
2013	4	10/12	40	30.38	\$ 14.01	\$ 1,198.84	\$ 1,457.75	40.00	30.50	2		\$ 247.00		
2013	4	10/19	40	33.63	\$ 14.01	\$ 1,267.13	\$ 1,279.25	40.00	23.50	2		\$ 247.00		
2013	4	10/26	44.00	33.88	\$ 14.01	\$ 1,328.43	\$ 1,323.88	40.00	25.25	2		\$ 247.00		
2013	4	11/2	39.50	19.13	\$ 14.01	\$ 955.41	\$ 1,221.88	40.00	21.25	2		\$ 247.00		
2013	4	11/9	39.88	19.25	\$ 14.01	\$ 963.26	\$ 1,489.63	40.00	31.75	2		\$ 247.00		
2013	4	11/16	40.00	20.25	\$ 14.01	\$ 985.95	\$ 884.88	40.00	7.25	2		\$ 247.00		
2013	4	11/23	40	20.63	\$ 14.01	\$ 993.94	\$ 1,132.63	40.00	17.75	2		\$ 247.00		
2013	4	11/30	46.5	9.75	\$ 14.01	\$ 856.36	\$ 663.00	39.00	0.00	2		\$ 247.00		
2013	4	12/7	38.88	7.75	\$ 14.01	\$ 707.58	\$ 1,049.75	40.00	14.50	2		\$ 247.00		
2013	4	12/14	40.00	5.625	\$ 14.01	\$ 678.61	\$ 1,438.17	40.00	8.50	2,2		\$ 247.00	\$ 617.00	
2013	4	12/21	40	5.75	\$ 14.01	\$ 681.24	\$ 1,126.25	40.00	17.50	3		\$ 247.00		
2013	4	12/28	44	5	\$ 14.01	\$ 721.52	\$ -							
2013	4	Total	532.76	241.28		\$ 12,534.36	\$ 14,479.32	479.00	227.25		\$ (1,944.96)	\$ 2,964.00	\$ 617.00	\$ 1,636.04
2014	1	1/4	44	5	\$ 14.01	\$ 721.52	\$ 993.95	20.25	0.00	2		\$ 167.00		
2014	1	1/11	33.63	0	\$ 14.01	\$ 471.16	\$ 195.50	11.50	0.00	2		\$ 167.00		
2014	1	1/18	40	14.25	\$ 14.01	\$ 859.86	\$ 903.13	40.00	8.75	2		\$ 167.00		
2014	1	1/25	27.75	0	\$ 14.01	\$ 388.78	\$ -							

2014	1	2/1	28	0	\$ 14.01	\$ 392.28	\$ 182.75	10.75	0.00	2		\$ 167.00	
2014	1	2/8	40	8.625	\$ 14.01	\$ 741.65	\$ 395.25	23.25	0.00	2		\$ 167.00	
2014	1	2/15	40	9	\$ 14.01	\$ 749.54	\$ 493.00	29.00	0.00	2		\$ 167.00	
2014	1	2/22	37.5	4.75	\$ 14.01	\$ 625.20	\$ 391.00	23.00	0.00	2		\$ 167.00	
2014	1	3/1	40	11.38	\$ 14.01	\$ 799.55	\$ 493.00	29.00	0.00	2		\$ 167.00	
2014	1	3/8	34.25	2.75	\$ 14.01	\$ 537.63	\$ 654.50	38.50	0.00	2		\$ 167.00	
2014	1	3/15	38.25	3.5	\$ 14.01	\$ 609.44	\$ 140.25	8.25	0.00	2		\$ 167.00	
2014	1	3/22	35.13	3	\$ 15.75	\$ 624.17	\$ -						
2014	1	3/29	30.25	0	\$ 15.75	\$ 476.44	\$ -						
2014	1	Total	468.76	62.26		\$ 7,997.21	\$ 4,842.33	233.50	8.75		\$ 3,154.88	\$ 1,666.00	\$ - \$ 4,820.88
2014	2	4/5	40	15.63	\$ 15.75	\$ 999.26	\$ 183.75	10.50	0.00	2		\$ 194.00	
2014	2	4/12	40	15.75	\$ 15.75	\$ 1,002.09	\$ 1,146.25	40.00	17.00	2		\$ 194.00	
2014	2	4/19	40	17.13	\$ 15.75	\$ 1,034.70	\$ 595.00	34.00	0.00	2		\$ 194.00	
2014	2	4/26	40	17.13	\$ 15.75	\$ 1,034.70	\$ 850.94	40.00	5.75	2		\$ 194.00	
2014	2	5/3	40	30.25	\$ 15.75	\$ 1,344.66	\$ 1,264.38	40.00	21.00	2		\$ 194.00	
2014	2	5/10	40	30.00	\$ 15.75	\$ 1,338.75	\$ 1,382.50	40.00	26.00	2		\$ 194.00	
2014	2	5/17	40	29.50	\$ 15.75	\$ 1,326.94	\$ 1,316.88	40.00	23.50	2		\$ 194.00	
2014	2	5/24	40	27.38	\$ 15.75	\$ 1,276.85	\$ 1,579.38	40.00	33.50	2		\$ 194.00	
2014	2	5/31	42	24.50	\$ 15.75	\$ 1,240.31	\$ 1,120.00	40.00	16.00	2		\$ 194.00	
2014	2	6/7	46	24.75	\$ 15.75	\$ 1,309.22	\$ 1,677.81	40.00	37.25	2		\$ 194.00	
2014	2	6/14	40	32.13	\$ 15.75	\$ 1,389.07	\$ 1,690.94	40.00	37.75	2		\$ 194.00	
2014	2	6/21	40	36.50	\$ 15.75	\$ 1,492.31	\$ 1,526.88	40.00	31.50	2		\$ 194.00	
2014	2	6/28	40	12.88	\$ 15.75	\$ 934.29	\$ 1,589.06	40.00	34.25	2		\$ 194.00	
2014	2	Total	528.00	313.53		\$ 15,723.15	\$ 15,933.77	484.50	283.50		\$ (210.62)	\$ 2,520.00	\$ - \$ 2,309.38
2014	3	7/5	44	22.63	\$ 15.75	\$ 1,227.63	\$ 1,120.00	40.00	16.00	2		\$ 190.00	
2014	3	7/12	40	32.75	\$ 16.25	\$ 1,448.28	\$ 1,362.81	40.00	25.25	2		\$ 190.00	
2014	3	7/19	40	32.88	\$ 16.25	\$ 1,451.45	\$ 1,684.38	40.00	37.50	2		\$ 190.00	
2014	3	7/26	40	34.00	\$ 16.25	\$ 1,478.75	\$ 1,736.88	40.00	39.50	2		\$ 190.00	
2014	3	8/2	40	37.00	\$ 16.25	\$ 1,551.88	\$ 1,277.50	40.00	22.00	2		\$ 190.00	
2014	3	8/9	44	28.75	\$ 16.25	\$ 1,415.78	\$ 1,231.56	40.00	20.25	2		\$ 190.00	
2014	3	8/16	40	28.63	\$ 16.25	\$ 1,347.86	\$ 1,343.13	40.00	24.50	2		\$ 190.00	
2014	3	8/23	40	25.50	\$ 16.25	\$ 1,271.58	\$ 1,638.00	40.00	34.00	2		\$ 190.00	

2014	3	8/30	40	25.83	\$ 16.25	\$ 1,274.73	\$ 1,354.85	40.00	21.50	2		\$ 190.00	
2014	3	9/6	48	19.75	\$ 16.25	\$ 1,261.41	\$ 1,037.25	40.00	11.75	2		\$ 190.00	
2014	3	9/13	40	19.75	\$ 16.25	\$ 1,131.41	\$ 1,644.75	40.00	34.25	2		\$ 190.00	
2014	3	9/20	40	29.38	\$ 16.25	\$ 1,366.14	\$ 1,712.25	40.00	36.75	2		\$ 190.00	
2014	3	9/27	40	29.63	\$ 16.25	\$ 1,372.23	\$ 1,705.50	40.00	36.50	2		\$ 190.00	
2014	3	Total	536.00	366.28		\$ 17,599.10	18,848.66	520.00	359.75		\$ (1,249.56)	\$ 2,470.00	\$ 1,220.44
2014	4	10/4	40	23.88	\$ 16.25	\$ 1,232.08	\$ 1,293.75	40.00	21.25	2		\$ 107.00	
2014	4	10/11	40	24.13	\$ 16.25	\$ 1,238.17	\$ 1,698.75	40.00	36.25	2		\$ 107.00	
2014	4	10/18	40	31.38	\$ 16.25	\$ 1,414.89	\$ 1,118.25	40.00	14.75	2		\$ 107.00	
2014	4	10/25	40	31.63	\$ 16.25	\$ 1,420.98	\$ 1,671.75	40.00	35.25	2		\$ 107.00	
2014	4	11/1	40	24.88	\$ 16.25	\$ 1,256.45	\$ 1,476.00	40.00	28.00	2		\$ 107.00	
2014	4	11/8	40	25.25	\$ 16.25	\$ 1,265.47	\$ 1,455.75	40.00	27.25	2		\$ 107.00	
2014	4	11/15	40	22.00	\$ 16.25	\$ 1,186.25	\$ 1,482.75	40.00	28.25	2		\$ 107.00	
2014	4	11/22	40	22.50	\$ 16.25	\$ 1,198.44	\$ 1,179.00	40.00	17.00	2		\$ 107.00	
2014	4	11/29	39	6.75	\$ 16.25	\$ 798.28	\$ 578.00	32.00	0.00	2		\$ 107.00	
2014	4	12/6	39.13	6.75	\$ 16.25	\$ 800.39	\$ 834.75	40.00	4.25	2		\$ 107.00	\$ 1,450.00
2014	4	12/13	40.00	10.25	\$ 16.25	\$ 899.84	\$ 188.00	10.50	0.00	2		\$ 107.00	\$ 1,250.00
2014	4	12/20	40	10.38	\$ 16.25	\$ 903.01	\$ 1,453.75	20.75	0.00	2		\$ 107.00	
2014	4	12/27	33.38	0.00	\$ 16.25	\$ 542.43	\$ 1,200.00	67.00	0.00	2.3		\$ 107.00	
2014	4	Total	511.51	239.78		\$ 14,156.88	15,637.49	490.25	212.25		\$ (1,480.82)	\$ 1,391.00	\$ 2,700.00
2015	1	1/3	33.50	0	\$ 16.25	\$ 544.38	\$ 720.00	40.00	0.00	3		\$ 12.00	
2015	1	1/10	39.25	5.5	\$ 16.25	\$ 771.88	\$ 180.00	10.00	0.00	2		\$ 12.00	
2015	1	1/17	39.25	5.88	\$ 16.25	\$ 781.02	\$ 864.00	48.00	0.00	3		\$ 12.00	
2015	1	1/24	40	13.00	\$ 16.25	\$ 966.88	\$ 175.50	9.75	0.00	2		\$ 12.00	
2015	1	1/31	40	13	\$ 16.25	\$ 966.88	\$ 868.50	48.25	0.00	3		\$ 12.00	
2015	1	2/7	40	9.625	\$ 16.25	\$ 884.61	\$ 229.50	12.75	0.00	2		\$ 12.00	
2015	1	2/14	40.00	9.875	\$ 16.25	\$ 890.70	\$ 1,242.00	69.00	0.00	2.3		\$ 12.00	
2015	1	2/21	40	11.25	\$ 16.25	\$ 924.22						\$ 12.00	
2015	1	2/28	40.00	11.25	\$ 16.25	\$ 924.22	\$ 1,008.00	56.00	0.00	3		\$ 12.00	
2015	1	3/7	40.00	12.63	\$ 18.25	\$ 1,075.75				3		\$ 12.00	
2015	1	3/14	40.00	13	\$ 18.25	\$ 1,085.88	\$ 1,480.50	82.25	0.00	3.4		\$ 12.00	
2015	1	3/21	44.75	0	\$ 16.25	\$ 727.19				3		\$ 12.00	

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road commission

2015	1	3/28	44.75	0	\$ 16.25	\$ 727.19	\$ 1,044.00	58.00	0.00	3.4		\$ 12.00	
2015	1	Total	521.50	105.01		\$ 11,270.76	7,812.00	434.00	0.00		\$ 3,458.76	156.00	\$ 3,614.76
2015	2	4/4	36.50	0.5	\$ 16.25	\$ 605.31						\$ 123.00	
2015	2	4/11	36.25	0.75	\$ 16.25	\$ 607.34	\$ 864.00	48.00	0.00	3		\$ 123.00	
2015	2	4/18	40.00	5.5	\$ 16.25	\$ 784.06	\$ 202.50	11.25	0.00	4		\$ 123.00	
2015	2	4/25	40.00	5.75	\$ 16.25	\$ 790.16	1,440	80.00	0.00	3.4		\$ 123.00	
2015	2	5/2	40.00	24.25	\$ 16.25	\$ 1,241.09	1,213	40.00	18.25	4		\$ 123.00	
2015	2	5/9	40.00	24.25	\$ 16.25	\$ 1,241.09	1,804	40.00	32.75	4		\$ 123.00	
2015	2	5/16	40.00	31	\$ 16.25	\$ 1,405.63	1,226	40.00	18.75	4		\$ 123.00	
2015	2	5/23	40.00	31	\$ 16.25	\$ 1,405.63	1,557	40.00	31.00	4		\$ 123.00	
2015	2	5/30	44.00	22.5	\$ 16.25	\$ 1,263.44	943	40.00	8.25	4		\$ 123.00	
2015	2	6/6	44.00	22.5	\$ 16.25	\$ 1,263.44	1,658	40.00	34.75	4		\$ 123.00	
2015	2	6/13	40.00	27.75	\$ 16.25	\$ 1,326.41	1,753	40.00	38.25	4		\$ 123.00	
2015	2	6/20	40.00	27.75	\$ 16.25	\$ 1,326.41	1,652	40.00	34.50	4		\$ 123.00	
2015	2	6/27	40.00	18.75	\$ 16.25	\$ 1,107.03	1,577	40.00	31.75	4		\$ 123.00	
2015	2	Total	520.75	242.25		\$ 14,367.03	15,689.25	499.25	248.25		\$ (1,322.22)	1,599.00	\$ 276.78
2015	3	7/4	44.00	15	\$ 16.25	\$ 1,080.63	\$ 1,233.00	40.00	19.00	4		\$ 141.00	
2015	3	7/11	40.00	19.75	\$ 16.75	\$ 1,166.22	\$ 1,550.25	40.00	30.75	4		\$ 141.00	
2015	3	7/18	40.00	19.83	\$ 16.75	\$ 1,163.20	\$ 1,266.75	40.00	20.25	4		\$ 141.00	
2015	3	7/25	40.00	29.63	\$ 16.75	\$ 1,414.45	\$ 1,705.50	40.00	36.50	4		\$ 141.00	
2015	3	8/1	40.00	29.5	\$ 16.75	\$ 1,411.19	\$ 1,611.00	40.00	33.00	4		\$ 141.00	
2015	3	8/8	40.00	25.75	\$ 16.75	\$ 1,316.97	\$ 1,698.75	40.00	36.25	4		\$ 141.00	
2015	3	8/15	40.00	26.38	\$ 16.75	\$ 1,332.80	\$ 1,590.75	40.00	32.25	4		\$ 141.00	
2015	3	8/22	40.00	25.88	\$ 16.75	\$ 1,320.24	\$ 1,388.25	40.00	24.75	4		\$ 141.00	
2015	3	8/29	40.00	25.88	\$ 16.75	\$ 1,320.24	\$ 1,428.89	40.00	24.25	4		\$ 141.00	
2015	3	9/5	44.00	18.75	\$ 16.75	\$ 1,208.09	\$ 1,381.50	40.00	24.50	4		\$ 141.00	
2015	3	9/12	44.00	18.63	\$ 16.75	\$ 1,205.08	\$ 1,408.50	40.00	25.50	4		\$ 141.00	
2015	3	9/19	40.00	30.88	\$ 16.75	\$ 1,445.86	\$ 1,631.25	40.00	33.75	4		\$ 141.00	
2015	3	9/26	40.00	31	\$ 16.75	\$ 1,448.88	\$ 1,685.25	40.00	35.75	4		\$ 141.00	
2015	3	Total	532.00	316.66		\$ 16,833.83	19,579.64	520.00	376.50		\$ (2,745.81)	1,833.00	\$ (912.81)
2015	4	10/3	44.00	19.5	\$ 16.75	\$ 1,226.94	\$ 1,536.75	40.00	30.25	4		\$ 107.00	

2015	4	10/10	40.00	12	\$ 16.75	\$ 971.50	\$ 1,631.25	40.00	33.75	4	\$ 107.00	
2015	4	10/17	40.00	22.00	\$ 16.75	\$ 1,222.75	\$ 1,455.75	40.00	27.25	4	\$ 107.00	
2015	4	10/24	40.00	22.88	\$ 16.75	\$ 1,244.86	\$ 1,388.25	40.00	24.75	4	\$ 107.00	
2015	4	10/31	40.00	18.5	\$ 16.75	\$ 1,134.81	\$ 1,158.75	40.00	16.25	4	\$ 107.00	
2015	4	11/7	40.00	19.25	\$ 16.75	\$ 1,153.66	\$ 1,462.50	40.00	27.50	4	\$ 107.00	
2015	4	11/14	40.00	17.88	\$ 16.75	\$ 1,119.24	\$ 1,509.75	40.00	29.25	4	\$ 107.00	
2015	4	11/21	40.00	17.88	\$ 16.75	\$ 1,119.24	\$ 1,165.60	40.00	16.50	4	\$ 107.00	
2015	4	11/28	40.63	8.125	\$ 16.75	\$ 884.69	\$ -				\$ 107.00	
2015	4	12/5	40.00	8.375	\$ 16.75	\$ 880.42	\$ 1,384.00	54.00	0.00	3	\$ 107.00	
2015	4	12/12	40.00	15.5	\$ 16.75	\$ 1,059.44	\$ 812.00	40.00	0.00	?	\$ 107.00	\$ 1,000.00
2015	4	12/19	40.00	16	\$ 16.75	\$ 1,072.00	\$ 1,895.00	40.00	0.00	?	\$ 107.00	
2015	4	12/26	31.00	0	\$ 16.75	\$ 519.25	\$ 558.00	40.00	0.00	?	\$ 107.00	
2015	4	Total	515.63	197.89		\$ 13,808.79	15,955.60	494.00	205.50		\$ (2,346.81)	1,391.00 \$ 1,000.00 \$ 44.19
2016	1	1/2	31.50	0	\$ 16.75	\$ 527.63	\$ 1,719.09	48.00	8.00	3	\$ -	
2016	1	1/9	20.50	0	\$ 16.75	\$ 343.38					\$ -	
2016	1	1/16	21.00	0	\$ 16.75	\$ 351.75	\$ 2,727.77	79.75	36.00	3	\$ -	
2016	1	1/23	16.25	0	\$ 16.75	\$ 272.19					\$ -	
2016	1	1/30	40.00	7	\$ 16.75	\$ 845.88	\$ 1,719.09	72.00	8.00	3	\$ -	
2016	1	2/6	38.00	0	\$ 16.75	\$ 636.50					\$ -	
2016	1	2/13	38.50	0	\$ 16.75	\$ 644.88	\$ 2,246.63	80.00	21.75	3	\$ -	
2016	1	2/20	19.50	0	\$ 16.75	\$ 326.63					\$ -	
2016	1	2/27	40.00	5.75	\$ 16.75	\$ 814.47	\$ 2,175.47	72.00	16.50	3	\$ -	
2016	1	3/5	39.50	6	\$ 16.75	\$ 812.38					\$ -	
2016	1	3/12	40.00	10.13	\$ 16.75	\$ 924.52	\$ 1,966.07	80.00	13.50	3	\$ -	
2016	1	3/19	43.63	6.5	\$ 16.75	\$ 894.12					\$ -	
2016	1	3/26	44.00	6.25	\$ 16.75	\$ 894.03	\$ 1,434.56	72.00	0.00	3	\$ -	
2016	1	Total	432.38	41.63		\$ 8,288.32	13,988.68	503.75	103.75		\$ (5,700.36)	0.00 \$ - \$ (5,700.36)
2016	2	4/2	39.63	0	\$ 16.75	\$ 663.80				3	\$ -	
2016	2	4/9	40.00	5.5	\$ 16.75	\$ 808.19	\$ 1,674.63	80.00	6.75		\$ -	
2016	2	4/16	40.00	19.13	\$ 16.75	\$ 1,150.64				3	\$ -	
2016	2	4/23	40.00	19.5	\$ 16.75	\$ 1,159.94	\$ 2,089.93	80.00	27.25		\$ -	
2016	2	4/30	44.00	21	\$ 16.75	\$ 1,264.63				3	\$ -	

2016	2	5/7	44.00	21	\$ 18.75	\$ 1,284.63	\$ 1,785.19	80.00	15.50			\$ -		
2016	2	5/14	40.00	33.38	\$ 16.75	\$ 1,508.67				3		\$ -		
2016	2	5/21	40.00	34.25	\$ 18.75	\$ 1,530.53	\$ 1,707.39	80.00	12.50			\$ -	\$ 550.00	
2016	2	5/28	40.00	17	\$ 16.75	\$ 1,097.13				3		\$ -	\$ 400.00	
2016	2	6/4	48.00	17.25	\$ 16.75	\$ 1,237.41	\$ 1,422.10	72.00	1.50			\$ -		
2016	2	6/11	40.00	25.38	\$ 16.75	\$ 1,307.67				3		\$ -		
2016	2	6/18	40.00	25.38	\$ 16.75	\$ 1,307.67	\$ 1,405.69	80.00	0.00			\$ -		
2016	2	6/25	40.00	24.63	\$ 16.75	\$ 1,288.83	\$ 691.60	36.00	0.00	3		\$ -		
1/2 bc end of qtr.														
2016	2	Total	535.63	263.40		\$ 15,589.73	10,776.53	508.00	63.50		\$ 4,813.20	0.00	\$ 950.00	\$ 5,763.20
2016	3	7/2	40.00	24.88	\$ 16.75	\$ 1,295.11	\$ 691.60	36.00	0.00	3		\$ 13.00		
2016	3	7/9	44.00	22.5	\$ 17.25	\$ 1,341.19	\$ 1,434.58	64.00	0.00	3		\$ 13.00		
2016	3	7/16	49.00	22.13	\$ 17.25	\$ 1,417.86						\$ 13.00		
2016	3	7/23	40.00	25.5	\$ 17.25	\$ 1,349.81	\$ 1,383.21	78.75	0.00			\$ 13.00		
2016	3	7/30	40.00	25.63	\$ 17.25	\$ 1,353.18						\$ 13.00		
2016	3	8/6	40.00	23.38	\$ 17.25	\$ 1,294.96	\$ 1,434.56	80.00	0.00	3		\$ 13.00		
2016	3	8/13	40.00	23.38	\$ 17.25	\$ 1,294.96						\$ 13.00		
2016	3	8/20	40.00	23.88	\$ 17.25	\$ 1,307.90	\$ 1,383.23	77.00	0.00	3		\$ 13.00		
2016	3	8/27												
2016	3	9/3												
2016	3	9/10												
2016	3	9/17												
2016	3	9/24												
2016	3	Total	333.00	181.28		\$ 10,654.96	6,327.18	335.75	0.00		\$ 4,327.78	104.00	\$ -	\$ 4,431.78
Check Figures			7044.20	3238.83		186768.49	190399.62	6507.50	2645.50					

- 1 Kracken
- 2 Calo
- 3 Road Com
- 4 Tia M

means a change from NLRB's 4th Amended Compliance Spec.

Year	Qtr	Reg Hrs.	OT Hrs.	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Hershey Regular Hours	Hershey OT Hours	Net Backpay	Interim Expenses (Mileage)	Bonuses	Net Backpay & Expenses
2013	1	26.40	10.40		\$558.60	\$0.00	0.00	0.00	\$558.60	\$0.00	\$0.00	\$558.60
2013	2	513.88	279.41		\$12,408.83	\$12,847.02	488.50	207.75	-\$438.19	\$2,158.00	\$0.00	\$1,719.81
2013	3	536.00	367.78		\$15,177.15	\$17,682.15	517.00	348.75	-\$2,505.00	\$3,094.00	\$0.00	\$589.00
2013	4	532.76	241.275		\$12,534.36	\$14,479.32	479.00	227.25	-\$1,944.96	\$2,964.00	\$617.00	\$1,636.04
2014	1	0.00	0.00		\$0.00	\$4,842.33	233.50	8.75	-\$4,842.33	\$1,666.00	\$0.00	-\$3,176.33
2014	2	528.00	313.53		\$15,723.15	\$15,933.77	484.50	283.50	-\$210.62	\$2,520.00	\$0.00	\$2,309.38
2014	3	536.00	366.28		\$17,599.10	\$18,848.66	520.00	359.75	-\$1,249.56	\$2,470.00	\$0.00	\$1,220.44
2014	4	511.51	239.78		\$14,156.68	\$15,637.49	490.25	212.25	-\$1,480.82	\$1,391.00	\$2,700.00	\$2,610.19
2015	1	0.00	0.00		\$0.00	\$7,812.00	434.00	0.00	-\$7,812.00	\$156.00	\$0.00	-\$7,656.00
2015	2	520.75	242.25		\$14,367.03	\$15,689.25	499.25	248.25	-\$1,322.22	\$1,599.00	\$0.00	\$276.78
2015	3	532.00	316.66		\$16,833.83	\$19,579.64	520.00	376.50	-\$2,745.81	\$1,833.00	\$0.00	-\$912.81
2015	4	515.63	197.89		\$13,608.79	\$15,955.60	494.00	205.50	-\$2,346.81	\$1,391.00	\$1,000.00	\$44.19
2016	1	432.38	41.63		\$8,288.32	\$13,988.68	503.75	103.75	-\$5,700.36	\$0.00	\$0.00	-\$5,700.36
2016	2	535.63	263.40		\$15,589.73	\$10,776.53	508.00	63.50	\$4,813.20	\$0.00	\$950.00	\$5,763.20
2016	3	333.00	191.28		\$10,654.96	\$6,327.18	335.75	0.00	\$4,327.78	\$104.00	\$0.00	\$4,431.78
TOTALS		6,053.94	3,071.57		\$167,500.52	\$190,399.62	6,507.50	2,645.50	-\$22,899.10	\$21,346.00	\$5,267.00	\$3,713.90

Extra Reg. Hours Worked by Comparables

-453.56

Add'l Pay Received by Hershey

\$22,899.10

Extra OT Hours Worked by Comparables

426.07

Total Extra Hours Worked

-27.49

CONCLUSION Hershey worked 27.49 hours more, yet made \$22,899.10 more. This is a rate of \$833 per hour.



Year	Qtr	Week End	Reg Hrs.	OT Hrs.	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Hershey Regular Hours	Hershey OT Hours	Employer	Net Backpay	Interim Expenses (Mileage)	Bonuses	Net Backpay & Expenses
2013	1	1/5				-								
2013	1	1/12				-								
2013	1	1/19				-								
2013	1	1/26				-								
2013	1	2/2				-								
2013	1	2/9				-								
2013	1	2/16				-								
2013	1	2/23				-								
2013	1	3/2				-								
2013	1	3/9				-								
2013	1	3/16				-								
2013	1	3/23				-								
2013	1	3/30	26.4	10.4	\$ 13.30	\$ 558.60	-							
2013	1	Total	26.40	10.40		\$ 558.60	-				\$ 558.60	-		\$ 558.60
2013	2	4/6	36.5	10.50	\$ 13.30	\$ 694.93	\$ 501.25	40.00	6.75	1		\$ 166.00		
2013	2	4/13	36.50	10.50	\$ 13.30	\$ 694.93	\$ 215.00	21.50	0.00	1		\$ 166.00		
2013	2	4/20	40.00	14.88	\$ 13.30	\$ 828.86	\$ 255.00	25.50	0.00	1		\$ 166.00		
2013	2	4/27	40.00	15.25	\$ 13.30	\$ 836.24	\$ 630.25	41.50	0.00	1.2		\$ 166.00		
2013	2	5/4	40.00	28.38	\$ 13.30	\$ 1,098.18	\$ 1,406.75	40.00	28.50	2		\$ 166.00		
2013	2	5/11	40.00	28.88	\$ 13.30	\$ 1,108.16	\$ 1,515.13	40.00	32.75	2		\$ 166.00		
2013	2	5/18	40.00	25.25	\$ 13.30	\$ 1,035.74	\$ 1,400.38	40.00	28.25	2		\$ 166.00		
2013	2	5/25	40.00	25.63	\$ 13.30	\$ 1,043.32	\$ 1,119.88	40.00	17.25	2		\$ 166.00		
2013	2	6/1	38.50	19.25	\$ 13.30	\$ 896.09	\$ 782.00	40.00	4.00	2		\$ 166.00		
2013	2	6/8	38.38	19.38	\$ 13.30	\$ 897.09	\$ 1,387.63	40.00	27.75	2		\$ 166.00		
2013	2	6/15	42.00	28.00	\$ 13.30	\$ 1,117.20	\$ 801.13	40.00	4.75	2		\$ 166.00		
2013	2	6/22	42.00	28.13	\$ 13.30	\$ 1,119.79	\$ 1,547.00	40.00	34.00	2		\$ 166.00		
2013	2	6/29	40.00	25.38	\$ 13.30	\$ 1,038.33	\$ 1,285.63	40.00	23.75	2		\$ 166.00		
2013	2	Total	513.88	279.41		\$ 12,408.83	\$ 12,847.02	488.50	207.75		\$ (438.19)	\$ 2,158.00	\$ -	\$ 1,719.81

2013	3	7/6	48.00	25.38	\$ 13.30	\$ 1,144.73	\$ 420.75	24.75	0.00	2		\$ 238.00		
2013	3	7/13	40.00	31.13	\$ 14.01	\$ 1,214.60	\$ 783.15	52.25	35.25	2		\$ 238.00		
2013	3	7/20	40.00	31.50	\$ 14.01	\$ 1,222.37	\$ 1,279.25	40.00	23.50	2		\$ 238.00		
2013	3	7/27	40.00	23.50	\$ 14.01	\$ 1,054.25	\$ 1,489.63	40.00	31.75	2		\$ 238.00		
2013	3	8/3	44.00	23.50	\$ 14.01	\$ 1,110.29	\$ 1,700.00	40.00	40.00	2		\$ 238.00		
2013	3	8/10	40.00	29.50	\$ 14.01	\$ 1,180.34	\$ 1,432.25	40.00	29.50	2		\$ 238.00		
2013	3	8/17	40.00	29.63	\$ 14.01	\$ 1,183.07	\$ 1,559.75	40.00	34.50	2		\$ 238.00		
2013	3	8/24	40.00	25.63	\$ 14.01	\$ 1,099.01	\$ 1,368.50	40.00	27.00	2		\$ 238.00		
2013	3	8/31	40.00	25.75	\$ 14.01	\$ 1,101.54	\$ 1,247.38	40.00	22.25	2		\$ 238.00		
2013	3	9/7	40.00	26.13	\$ 14.01	\$ 1,109.52	\$ 1,311.13	40.00	24.75	2		\$ 238.00		
2013	3	9/14	40.00	26.63	\$ 14.01	\$ 1,120.03	\$ 1,119.88	40.00	17.25	2		\$ 238.00		
2013	3	9/21	44.00	34.75	\$ 14.01	\$ 1,346.71	\$ 1,457.75	40.00	30.50	2		\$ 238.00		
2013	3	9/28	40.00	34.75	\$ 14.01	\$ 1,290.67	\$ 1,508.75	40.00	32.50	2		\$ 238.00		
2013	3	Total	536.00	367.78		\$ 15,177.15	\$ 17,682.15	517.00	348.75		\$ (2,505.00)	\$ 3,094.00	\$ -	\$ 589.00
2013	4	10/5	40	30.25	\$ 14.01	\$ 1,196.10	\$ 1,432.25	40.00	29.50	2		\$ 247.00		
2013	4	10/12	40	30.38	\$ 14.01	\$ 1,198.84	\$ 1,457.75	40.00	30.50	2		\$ 247.00		
2013	4	10/19	40	33.63	\$ 14.01	\$ 1,267.13	\$ 1,279.25	40.00	23.50	2		\$ 247.00		
2013	4	10/26	44.00	33.88	\$ 14.01	\$ 1,328.43	\$ 1,323.88	40.00	25.25	2		\$ 247.00		
2013	4	11/2	39.50	19.13	\$ 14.01	\$ 955.41	\$ 1,221.88	40.00	21.25	2		\$ 247.00		
2013	4	11/9	39.88	19.25	\$ 14.01	\$ 963.26	\$ 1,489.63	40.00	31.75	2		\$ 247.00		
2013	4	11/16	40.00	20.25	\$ 14.01	\$ 985.95	\$ 864.88	40.00	7.25	2		\$ 247.00		
2013	4	11/23	40	20.63	\$ 14.01	\$ 993.94	\$ 1,132.63	40.00	17.75	2		\$ 247.00		
2013	4	11/30	46.5	9.75	\$ 14.01	\$ 856.36	\$ 663.00	39.00	0.00	2		\$ 247.00		
2013	4	12/7	38.88	7.75	\$ 14.01	\$ 707.58	\$ 1,049.75	40.00	14.50	2		\$ 247.00		
2013	4	12/14	40.00	5.625	\$ 14.01	\$ 678.61	\$ 1,438.17	40.00	8.50	2,2		\$ 247.00	\$ 617.00	
2013	4	12/21	40	5.75	\$ 14.01	\$ 681.24	\$ 1,126.25	40.00	17.50	3		\$ 247.00		
2013	4	12/28	44	5	\$ 14.01	\$ 721.52	\$ -							
2013	4	Total	532.76	241.28		\$ 12,534.36	\$ 14,479.32	479.00	227.25		\$ (1,944.96)	\$ 2,964.00	\$ 617.00	\$ 1,636.04
2014	1	1/4	0	0	\$ 14.01	\$ -	\$ 993.95	20.25	0.00	2		\$ 167.00		
2014	1	1/11	0	0	\$ 14.01	\$ -	\$ 195.50	11.50	0.00	2		\$ 167.00		
2014	1	1/18	0	0	\$ 14.01	\$ -	\$ 903.13	40.00	8.75	2		\$ 167.00		
2014	1	1/25	0	0	\$ 14.01	\$ -	\$ -							

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2014	1	2/1	0	0	\$ 14.01	\$ -	\$ 182.75	10.75	0.00	2		\$ 167.00	
2014	1	2/8	0	0	\$ 14.01	\$ -	\$ 395.25	23.25	0.00	2		\$ 167.00	
2014	1	2/15	0	0	\$ 14.01	\$ -	\$ 493.00	29.00	0.00	2		\$ 167.00	
2014	1	2/22	0	0	\$ 14.01	\$ -	\$ 391.00	23.00	0.00	2		\$ 167.00	
2014	1	3/1	0	0	\$ 14.01	\$ -	\$ 493.00	29.00	0.00	2		\$ 167.00	
2014	1	3/8	0	0	\$ 14.01	\$ -	\$ 654.50	38.50	0.00	2		\$ 167.00	
2014	1	3/15	0	0	\$ 14.01	\$ -	\$ 140.25	8.25	0.00	2		\$ 167.00	
2014	1	3/22	0	0	\$ 15.75	\$ -	\$ -						
2014	1	3/29	0	0	\$ 15.75	\$ -	\$ -						
2014	1	Total	0.00	0.00	\$ -	\$ -	\$ 4,842.33	233.50	8.75		\$ (4,842.33)	\$ 1,668.00	\$ - \$ (3,176.33)
2014	2	4/5	40	15.63	\$ 15.75	\$ 999.26	\$ 183.75	10.50	0.00	2		\$ 194.00	
2014	2	4/12	40	15.75	\$ 15.75	\$ 1,002.09	\$ 1,146.25	40.00	17.00	2		\$ 194.00	
2014	2	4/19	40	17.13	\$ 15.75	\$ 1,034.70	\$ 595.00	34.00	0.00	2		\$ 194.00	
2014	2	4/26	40	17.13	\$ 15.75	\$ 1,034.70	\$ 850.94	40.00	5.75	2		\$ 194.00	
2014	2	5/3	40	30.25	\$ 15.75	\$ 1,344.66	\$ 1,264.38	40.00	21.00	2		\$ 194.00	
2014	2	5/10	40	30.00	\$ 15.75	\$ 1,338.75	\$ 1,382.50	40.00	26.00	2		\$ 194.00	
2014	2	5/17	40	29.50	\$ 15.75	\$ 1,326.94	\$ 1,316.88	40.00	23.50	2		\$ 194.00	
2014	2	5/24	40	27.38	\$ 15.75	\$ 1,276.85	\$ 1,579.38	40.00	33.50	2		\$ 194.00	
2014	2	5/31	42	24.50	\$ 15.75	\$ 1,240.31	\$ 1,120.00	40.00	16.00	2		\$ 194.00	
2014	2	6/7	46	24.75	\$ 15.75	\$ 1,308.22	\$ 1,677.81	40.00	37.25	2		\$ 194.00	
2014	2	6/14	40	32.13	\$ 15.75	\$ 1,389.07	\$ 1,690.94	40.00	37.75	2		\$ 194.00	
2014	2	6/21	40	36.50	\$ 15.75	\$ 1,492.31	\$ 1,526.88	40.00	31.50	2		\$ 194.00	
2014	2	6/28	40	12.88	\$ 15.75	\$ 934.29	\$ 1,599.06	40.00	34.25	2		\$ 194.00	
2014	2	Total	528.00	313.53	\$ -	\$ 15,723.15	\$ 15,933.77	484.50	283.50		\$ (210.62)	\$ 2,520.00	\$ - \$ 2,309.38
2014	3	7/5	44	22.63	\$ 15.75	\$ 1,227.63	\$ 1,120.00	40.00	16.00	2		\$ 190.00	
2014	3	7/12	40	32.75	\$ 16.25	\$ 1,448.28	\$ 1,362.81	40.00	25.25	2		\$ 190.00	
2014	3	7/19	40	32.88	\$ 16.25	\$ 1,451.45	\$ 1,684.38	40.00	37.50	2		\$ 190.00	
2014	3	7/26	40	34.00	\$ 16.25	\$ 1,478.75	\$ 1,736.88	40.00	39.50	2		\$ 190.00	
2014	3	8/2	40	37.00	\$ 16.25	\$ 1,551.88	\$ 1,277.50	40.00	22.00	2		\$ 190.00	
2014	3	8/9	44	28.75	\$ 16.25	\$ 1,415.78	\$ 1,231.56	40.00	20.25	2		\$ 190.00	
2014	3	8/16	40	28.63	\$ 16.25	\$ 1,347.86	\$ 1,343.13	40.00	24.50	2		\$ 190.00	
2014	3	8/23	40	25.50	\$ 16.25	\$ 1,271.56	\$ 1,638.00	40.00	34.00	2		\$ 190.00	

2014	3	8/30	40	25.63	\$ 16.25	\$ 1,274.73	\$ 1,354.65	40.00	21.50	2		\$ 190.00	
2014	3	9/6	48	19.75	\$ 16.25	\$ 1,261.41	\$ 1,037.25	40.00	11.75	2		\$ 190.00	
2014	3	9/13	40	19.75	\$ 16.25	\$ 1,131.41	\$ 1,644.75	40.00	34.25	2		\$ 190.00	
2014	3	9/20	40	29.38	\$ 16.25	\$ 1,366.14	\$ 1,712.25	40.00	36.75	2		\$ 190.00	
2014	3	9/27	40	29.63	\$ 16.25	\$ 1,372.23	\$ 1,705.50	40.00	36.50	2		\$ 190.00	
2014	3	Total	536.00	366.28		\$ 17,599.10	18,848.66	520.00	359.75		\$ (1,249.56)	\$ 2,470.00	\$ - \$ 1,220.44
2014	4	10/4	40	23.88	\$ 16.25	\$ 1,232.08	\$ 1,293.75	40.00	21.25	2		\$ 107.00	
2014	4	10/11	40	24.13	\$ 16.25	\$ 1,238.17	\$ 1,698.75	40.00	36.25	2		\$ 107.00	
2014	4	10/18	40	31.38	\$ 16.25	\$ 1,414.89	\$ 1,118.25	40.00	14.75	2		\$ 107.00	
2014	4	10/25	40	31.63	\$ 16.25	\$ 1,420.98	\$ 1,871.75	40.00	35.25	2		\$ 107.00	
2014	4	11/1	40	24.88	\$ 16.25	\$ 1,256.45	\$ 1,476.00	40.00	28.00	2		\$ 107.00	
2014	4	11/8	40	25.25	\$ 16.25	\$ 1,265.47	\$ 1,455.75	40.00	27.25	2		\$ 107.00	
2014	4	11/15	40	22.00	\$ 16.25	\$ 1,186.25	\$ 1,482.75	40.00	28.25	2		\$ 107.00	
2014	4	11/22	40	22.50	\$ 16.25	\$ 1,198.44	\$ 1,179.00	40.00	17.00	2		\$ 107.00	
2014	4	11/29	39	6.75	\$ 16.25	\$ 798.28	\$ 576.00	32.00	0.00	2		\$ 107.00	
2014	4	12/6	39.13	6.75	\$ 16.25	\$ 800.39	\$ 834.75	40.00	4.25	2		\$ 107.00	\$ 1,450.00
2014	4	12/13	40.00	10.25	\$ 16.25	\$ 899.84	\$ 1,800.00	10.50	0.00	2		\$ 107.00	\$ 1,250.00
2014	4	12/20	40	10.38	\$ 16.25	\$ 903.01	\$ 1,455.75	20.75	0.00	2		\$ 107.00	
2014	4	12/27	33.38	0.00	\$ 16.25	\$ 542.43	\$ 1,206.00	67.00	0.00	2.3		\$ 107.00	
2014	4	Total	511.51	239.78		\$ 14,156.68	15,637.49	490.25	212.25		\$ (1,480.82)	\$ 1,391.00	\$ 2,700.00 \$ 2,610.19
2015	1	1/3	0.00	0	\$ 16.25	\$ -	\$ 720.00	40.00	0.00	3		\$ 12.00	
2015	1	1/10	0.00	0	\$ 16.25	\$ -	\$ 180.00	10.00	0.00	2		\$ 12.00	
2015	1	1/17	0.00	0	\$ 16.25	\$ -	\$ 864.00	48.00	0.00	3		\$ 12.00	
2015	1	1/24	0.00	0	\$ 16.25	\$ -	\$ 175.50	9.75	0.00	2		\$ 12.00	
2015	1	1/31	0.00	0	\$ 16.25	\$ -	\$ 888.50	48.25	0.00	3		\$ 12.00	
2015	1	2/7	0.00	0	\$ 16.25	\$ -	\$ 229.50	12.75	0.00	2		\$ 12.00	
2015	1	2/14	0.00	0	\$ 16.25	\$ -	\$ 1,242.00	69.00	0.00	2.3		\$ 12.00	
2015	1	2/21	0.00	0	\$ 16.25	\$ -	\$ -					\$ 12.00	
2015	1	2/28	0.00	0	\$ 16.25	\$ -	\$ 1,008.00	56.00	0.00	3		\$ 12.00	
2015	1	3/7	0.00	0	\$ 18.25	\$ -	\$ -			3		\$ 12.00	
2015	1	3/14	0.00	0	\$ 18.25	\$ -	\$ 1,480.50	82.25	0.00	3.4		\$ 12.00	
2015	1	3/21	0.00	0	\$ 16.25	\$ -	\$ -			3		\$ 12.00	

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2015	1	3/28	0.00	0	\$ 16.25	\$ -	\$ 1,044.00	58.00	0.00	3.4	\$ 12.00	
2015	1	Total	0.00	0.00	\$ -		7,812.00	434.00	0.00		\$ (7,812.00)	156.00 \$ - \$ (7,656.00)
2015	2	4/4	36.50	0.5	\$ 16.25	\$ 605.31					\$ 123.00	
2015	2	4/11	38.25	0.75	\$ 16.25	\$ 607.34	\$ 864.00	48.00	0.00	3	\$ 123.00	
2015	2	4/18	40.00	5.5	\$ 16.25	\$ 784.06	\$ 202.50	11.25	0.00	4	\$ 123.00	
2015	2	4/25	40.00	5.75	\$ 16.25	\$ 790.16	1,440	80.00	0.00	3.4	\$ 123.00	
2015	2	5/2	40.00	24.25	\$ 16.25	\$ 1,241.09	1,213	40.00	18.25	4	\$ 123.00	
2015	2	5/9	40.00	24.25	\$ 16.25	\$ 1,241.09	1,604	40.00	32.75	4	\$ 123.00	
2015	2	5/16	40.00	31	\$ 16.25	\$ 1,405.63	1,226	40.00	18.75	4	\$ 123.00	
2015	2	5/23	40.00	31	\$ 16.25	\$ 1,405.63	1,557	40.00	31.00	4	\$ 123.00	
2015	2	5/30	44.00	22.5	\$ 16.25	\$ 1,263.44	943	40.00	8.25	4	\$ 123.00	
2015	2	6/6	44.00	22.5	\$ 16.25	\$ 1,263.44	1,658	40.00	34.75	4	\$ 123.00	
2015	2	6/13	40.00	27.75	\$ 16.25	\$ 1,326.41	1,753	40.00	38.25	4	\$ 123.00	
2015	2	6/20	40.00	27.75	\$ 16.25	\$ 1,326.41	1,652	40.00	34.50	4	\$ 123.00	
2015	2	6/27	40.00	18.75	\$ 16.25	\$ 1,107.03	1,577	40.00	31.75	4	\$ 123.00	
2015	2	Total	520.75	242.25	\$ 14,367.03	15,689.25	499.25	248.25			\$ (1,322.22)	1,599.00 \$ - \$ 276.78
2015	3	7/4	44.00	15	\$ 16.25	\$ 1,080.63	\$ 1,233.00	40.00	19.00	4	\$ 141.00	
2015	3	7/11	40.00	19.75	\$ 16.75	\$ 1,166.22	\$ 1,550.25	40.00	30.75	4	\$ 141.00	
2015	3	7/18	40.00	19.63	\$ 16.75	\$ 1,163.20	\$ 1,266.75	40.00	20.25	4	\$ 141.00	
2015	3	7/25	40.00	29.63	\$ 16.75	\$ 1,414.45	\$ 1,705.50	40.00	36.50	4	\$ 141.00	
2015	3	8/1	40.00	29.5	\$ 16.75	\$ 1,411.19	\$ 1,611.00	40.00	33.00	4	\$ 141.00	
2015	3	8/8	40.00	25.75	\$ 16.75	\$ 1,316.97	\$ 1,698.75	40.00	36.25	4	\$ 141.00	
2015	3	8/15	40.00	26.38	\$ 16.75	\$ 1,332.80	\$ 1,590.75	40.00	32.25	4	\$ 141.00	
2015	3	8/22	40.00	25.88	\$ 16.75	\$ 1,320.24	\$ 1,388.25	40.00	24.75	4	\$ 141.00	
2015	3	8/29	40.00	25.88	\$ 16.75	\$ 1,320.24	\$ 1,428.89	40.00	24.25	4	\$ 141.00	
2015	3	9/5	44.00	18.75	\$ 16.75	\$ 1,208.09	\$ 1,381.50	40.00	24.50	4	\$ 141.00	
2015	3	9/12	44.00	18.63	\$ 16.75	\$ 1,205.08	\$ 1,408.50	40.00	25.50	4	\$ 141.00	
2015	3	9/19	40.00	30.88	\$ 16.75	\$ 1,445.86	\$ 1,631.25	40.00	33.75	4	\$ 141.00	
2015	3	9/26	40.00	31	\$ 16.75	\$ 1,448.88	\$ 1,685.25	40.00	35.75	4	\$ 141.00	
2015	3	Total	532.00	316.66	\$ 16,833.83	19,579.64	520.00	376.50			\$ (2,745.81)	1,833.00 \$ - \$ (912.81)
2015	4	10/3	44.00	19.5	\$ 16.75	\$ 1,226.94	\$ 1,536.75	40.00	30.25	4	\$ 107.00	

2015	4	10/10	40.00	12	\$ 16.75	\$ 971.50	\$ 1,631.25	40.00	33.75	4	\$ 107.00	
2015	4	10/17	40.00	22.00	\$ 16.75	\$ 1,222.75	\$ 1,455.75	40.00	27.25	4	\$ 107.00	
2015	4	10/24	40.00	22.88	\$ 16.75	\$ 1,244.88	\$ 1,388.25	40.00	24.75	4	\$ 107.00	
2015	4	10/31	40.00	18.5	\$ 16.75	\$ 1,134.81	\$ 1,158.75	40.00	18.25	4	\$ 107.00	
2015	4	11/7	40.00	19.25	\$ 16.75	\$ 1,153.66	\$ 1,462.50	40.00	27.50	4	\$ 107.00	
2015	4	11/14	40.00	17.88	\$ 16.75	\$ 1,119.24	\$ 1,509.75	40.00	29.25	4	\$ 107.00	
2015	4	11/21	40.00	17.88	\$ 16.75	\$ 1,119.24	\$ 1,165.60	40.00	16.50	4	\$ 107.00	
2015	4	11/28	40.63	8.125	\$ 16.75	\$ 884.69	\$ -				\$ 107.00	
2015	4	12/5	40.00	8.375	\$ 16.75	\$ 880.42	\$ 1,384.00	54.00	0.00	3	\$ 107.00	
2015	4	12/12	40.00	15.5	\$ 16.75	\$ 1,059.44	\$ 812.00	40.00	0.00	?	\$ 107.00	\$ 1,000.00
2015	4	12/19	40.00	16	\$ 16.75	\$ 1,072.00	\$ 1,895.00	40.00	0.00	?	\$ 107.00	
2015	4	12/26	31.00	0	\$ 16.75	\$ 519.25	\$ 556.00	40.00	0.00	?	\$ 107.00	
2015	4	Total	515.63	197.89		\$ 13,608.79	15,955.60	494.00	205.50		\$ (2,346.81)	1,391.00 \$ 1,000.00 \$ 44.19
2016	1	1/2	31.50	0	\$ 16.75	\$ 527.63	\$ 1,719.09	48.00	8.00	3	\$ -	
2016	1	1/9	20.50	0	\$ 16.75	\$ 343.38					\$ -	
2016	1	1/16	21.00	0	\$ 16.75	\$ 351.75	\$ 2,727.77	79.75	36.00	3	\$ -	
2016	1	1/23	16.25	0	\$ 16.75	\$ 272.19					\$ -	
2016	1	1/30	40.00	7	\$ 16.75	\$ 845.88	\$ 1,719.09	72.00	8.00	3	\$ -	
2016	1	2/6	38.00	0	\$ 16.75	\$ 636.50					\$ -	
2016	1	2/13	38.50	0	\$ 16.75	\$ 644.88	\$ 2,246.83	80.00	21.75	3	\$ -	
2016	1	2/20	19.50	0	\$ 16.75	\$ 326.63					\$ -	
2016	1	2/27	40.00	5.75	\$ 16.75	\$ 814.47	\$ 2,175.47	72.00	16.50	3	\$ -	
2016	1	3/5	39.50	6	\$ 16.75	\$ 812.38					\$ -	
2016	1	3/12	40.00	10.13	\$ 16.75	\$ 924.52	\$ 1,966.07	80.00	13.50	3	\$ -	
2016	1	3/19	43.63	6.5	\$ 16.75	\$ 894.12					\$ -	
2016	1	3/26	44.00	6.25	\$ 16.75	\$ 894.03	\$ 1,434.56	72.00	0.00	3	\$ -	
2016	1	Total	432.38	41.63		\$ 8,288.32	13,988.68	503.75	103.75		\$ (5,700.36)	0.00 \$ - \$ (5,700.36)
2016	2	4/2	39.63	0	\$ 16.75	\$ 663.80				3	\$ -	
2016	2	4/9	40.00	5.5	\$ 16.75	\$ 808.19	\$ 1,674.63	80.00	6.75		\$ -	
2016	2	4/16	40.00	19.13	\$ 16.75	\$ 1,150.64				3	\$ -	
2016	2	4/23	40.00	19.5	\$ 16.75	\$ 1,158.94	\$ 2,089.93	80.00	27.25		\$ -	
2016	2	4/30	44.00	21	\$ 16.75	\$ 1,264.63				3	\$ -	

2016	2	5/7	44.00	21	\$ 16.75	\$ 1,264.63	\$ 1,785.19	80.00	15.50		\$ -		
2016	2	5/14	40.00	33.38	\$ 16.75	\$ 1,508.67			3		\$ -		
2016	2	5/21	40.00	34.25	\$ 16.75	\$ 1,530.53	\$ 1,707.39	80.00	12.50		\$ -	\$ 550.00	
2016	2	5/28	40.00	17	\$ 16.75	\$ 1,097.13			3		\$ -	\$ 400.00	
2016	2	6/4	48.00	17.25	\$ 16.75	\$ 1,237.41	\$ 1,422.10	72.00	1.50		\$ -		
2016	2	6/11	40.00	25.38	\$ 16.75	\$ 1,307.67			3		\$ -		
2016	2	6/18	40.00	25.38	\$ 16.75	\$ 1,307.67	\$ 1,405.69	80.00	0.00		\$ -		
2016	2	6/25	40.00	24.63	\$ 16.75	\$ 1,288.83	\$ 691.60	36.00	0.00	3	\$ -		1/2 bc end of qtr.
2016	2	Total	535.63	263.40		\$ 15,589.73	10,776.53	508.00	63.50		\$ 4,813.20	0.00	\$ 950.00 \$ 5,763.20
2016	3	7/2	40.00	24.88	\$ 16.75	\$ 1,295.11	\$ 691.60	36.00	0.00	3	\$ 13.00		
2016	3	7/9	44.00	22.5	\$ 17.25	\$ 1,341.19	\$ 1,434.58	64.00	0.00	3	\$ 13.00		
2016	3	7/16	49.00	22.13	\$ 17.25	\$ 1,417.86					\$ 13.00		
2016	3	7/23	40.00	25.5	\$ 17.25	\$ 1,349.81	\$ 1,383.21	78.75	0.00		\$ 13.00		
2016	3	7/30	40.00	25.63	\$ 17.25	\$ 1,353.18					\$ 13.00		
2016	3	8/6	40.00	23.38	\$ 17.25	\$ 1,294.96	\$ 1,434.56	80.00	0.00	3	\$ 13.00		
2016	3	8/13	40.00	23.38	\$ 17.25	\$ 1,294.96					\$ 13.00		
2016	3	8/20	40.00	23.88	\$ 17.25	\$ 1,307.90	\$ 1,383.23	77.00	0.00	3	\$ 13.00		
2016	3	8/27											
2016	3	9/3											
2016	3	9/10											
2016	3	9/17											
2016	3	9/24											
2016	3	Total	333.00	191.28		\$ 10,654.96	6,327.18	335.75	0.00		\$ 4,327.78	104.00	\$ - \$ 4,431.78

Check Figures 6053.94 3071.57 167500.52 190399.62 6507.50 2645.50

1 Kracken
2 Calo
3 Road Com
4 Tia M

means a change from NLRB's 4th Amended Compliance Spec.

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PAYROLL JOURNAL
LOUS SCRAP TRANSPORT - D120
CHECK DATES 01/01/2013 TO 12/31/2013
PERIOD BEGIN 12/23/2012 PERIOD END 12/21/2013
06/04/2015
PAGE 1

EMPLOYEE NAME ID SSN STATE/FRO STS LOCATION	EARNINGS DESCR	PAY RATE	CURRENT HOURS	YTD AMOUNT	YTD HOURS	YTD AMOUNT	DEDUCTIONS DESCR	CURRENT AMOUNT	YTD AMOUNT	TAXES DESCR	CURRENT AMOUNT	YTD AMOUNT	NET PAY CHECK NO
HERSHEY, MICHAEL 5352 XXX-XX-XXXX MI MI MI 26 M4/M4 1 1 805800 15.0000 Hourly TRM-03/26/2013 Last Check Date 04/05/2013	1 REGULAR 2 OVERTIME K1 401K EE		4525	67875	39325	589875	U UNIFORM C1 CHECKING 1 UD UNION DUES		4558 487468 13200	FEDERAL OASDI MEDICARE MI STATE		13337 45048 10534 1141701	000 DIRDEF 11/11/2013
EMPLOYEE TOTAL			4525	64481 67875	45400	690234 726563		59131	505226		5350	80336	
HERSHEY, MICHAEL 5352 XXX-XX-XXXX MI MI MI 26 M4/M4 1 1 805800 15.0000 Hourly TRM-03/26/2013 Last Check Date 04/05/2013	1 REGULAR 2 OVERTIME K1 401K EE		7150	107250	39325	589875	U UNIFORM C1 CHECKING 1 UD UNION DUES		4558 487468 13200	FEDERAL OASDI MEDICARE MI STATE		13337 45048 10534 1141701	000 DIRDEF 11/25/2013
EMPLOYEE TOTAL			7150	101887 107250	45400	690234 726563		90938	505226		10949	80336	
HERSHEY, MICHAEL 5352 XXX-XX-XXXX MI MI MI 26 M4/M4 1 1 805800 15.0000 Hourly TRM-03/26/2013 Last Check Date 04/05/2013	1 REGULAR 2 OVERTIME K1 401K EE	225000	4000	60000	39325	589875	U UNIFORM C1 CHECKING 1 UD UNION DUES		4558 487468 13200	FEDERAL OASDI MEDICARE MI STATE		13337 45048 10534 1141702	000 DIRDEF 02/08/2013
EMPLOYEE TOTAL			4500	67687 71250	45400	690234 726563		61942	505226		5745	80336	
HERSHEY, MICHAEL 5352 XXX-XX-XXXX MI MI MI 26 M4/M4 1 1 805800 15.0000 Hourly TRM-03/26/2013 Last Check Date 04/05/2013	1 REGULAR 2 OVERTIME K1 401K EE		4000	60000	39325	589875	U UNIFORM C1 CHECKING 1 UD UNION DUES		4558 487468 13200	FEDERAL OASDI MEDICARE MI STATE		13337 45048 10534 1141702	000 DIRDEF 02/22/2013
EMPLOYEE TOTAL			4000	60000 -3000	39325	589875 136688 -36329		52410	487468 13200		3720 870	13337 45048 10534 1141702	000 DIRDEF 02/22/2013

PAYCH INC.

PHONE (248)488-1100

FAX (248)



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PAYROLL JOURNAL		CHECK DATES 01/01/2013 TO 12/31/2013										06/04/2015			
LOUS SCRAP TRANSPORT - D120		PERIOD BEGIN 12/23/2012 PERIOD END 12/21/2013										PAGE 2			
EMPLOYEE NAME	EARNINGS	PAY	CURRENT		YTD		DEDUCTIONS	CURRENT	YTD	TAXES	CURRENT	YTD	NET PAY		
ID SSN STATE/FRQ STS LOCATION	DESCR	RATE	HOURS	AMOUNT	HOURS	AMOUNT	DESCR	AMOUNT	AMOUNT	DESCR	AMOUNT	AMOUNT	CHECK NO		
EMPLOYEE TOTAL			4000	57000 60000	45400	690234 726563		52410	505226		4590	80336			
HERSHEY, MICHAEL	1 REGULAR		6900	103500	39325	589875	U UNIFORM	4558	4558	FEDERAL	4595	13337	000		
5352 XXX-XX-XXXX MI MI MI	2 OVERTIME	225000	1850	41625	6075	136688	C1 CHECKING 1	115595	487468	OASDI	8998	45048	DIRDEP		
26 M4/M4 1 1 805800	K1 401K EE			-7256		-36329	UD UNION DUES	3300	13200	MEDICARE	2104	10534			
15.0000 Hourly TRM-03/26/2013										MI STATE	3277	1141703	03/08/2013		
Last Check Date 04/05/2013															
EMPLOYEE TOTAL			8750	137869 145125	45400	690234 726563		118895	505226		18974	80336			
HERSHEY, MICHAEL	1 REGULAR		6650	99750	39325	589875	U UNIFORM	4558	4558	FEDERAL	3971	13337	000		
5352 XXX-XX-XXXX MI MI MI	2 OVERTIME	225000	1725	38813	6075	136688	C1 CHECKING 1	114052	487468	OASDI	8591	45048	DIRDEP		
26 M4/M4 1 1 805800	K1 401K EE			-6928		-36329	UD UNION DUES		13200	MEDICARE	2009	10534			
15.0000 Hourly TRM-03/26/2013										MI STATE	3012	1141703	03/22/2013		
Last Check Date 04/05/2013															
EMPLOYEE TOTAL			8375	131635 138563	45400	690234 726563		114052	505226		17583	80336			
HERSHEY, MICHAEL	1 REGULAR		6100	91500	39325	589875	U UNIFORM	4558	4558	FEDERAL	3775	13337	10467		
5352 XXX-XX-XXXX MI MI MI	2 OVERTIME	225000	2000	45000	6075	136688	C1 CHECKING 1		487468	OASDI	8463	45048	798		
26 M4/M4 1 1 805800	K1 401K EE			-6825		-36329	UD UNION DUES	3300	13200	MEDICARE	1979	10534			
15.0000 Hourly TRM-03/26/2013										MI STATE	2928	1141704	05/05/2013		
Last Check Date 04/05/2013															
EMPLOYEE TOTAL			8100	129675 136500	45400	690234 726563		7858	505226		17145	80336			

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PAYCH INC.

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FAX (248)489-1111

Case: 18-1909 Document: 21-4 Filed: 10/24/2018 Page: 541

PAYROLL JOURNAL

LOUS SCRAP TRANSPORT - D120

CHECK DATES 01/01/2013 TO 12/31/2013

PERIOD BEGIN 12/23/2012 PERIOD END 12/21/2013

06/04/2015

PAGE 3

EMPLOYEE NAME ID SSN STATE/FREQ STS LOCATION	EARNINGS DESCR	PAY RATE	CURRENT HOURS	AMOUNT	YTD HOURS	AMOUNT	DEDUCTIONS DESCR	CURRENT AMOUNT	YTD AMOUNT	TAXES DESCR	CURRENT AMOUNT	YTD AMOUNT	NET PAY CHECK NO
DRIVER	1 REGULAR		39325	589875	39325	589875	U UNIFORM	4558	4558	FEDERAL	13337	13337	
DEPARTMENT TOTALS	2 OVERTIME		6075	136688	6075	136688	C1 CHECKING 1	487468	487468	OASDI	45048	45048	104672
1 EMPLOYEES 7 CHECKS	K1 401K EE			-36329		-36329	UD UNION DUES	13200	13200	MEDICARE	10534	10534	
										MI STATE	11417	11417	
										80336	80336	80336	
										ER OASDI	10353172	45047	
										ER MEDCR	2421306	10535	
										ER FUI	247881	4200	
										MI ER SUI	5445472	74836	
										MI OBLIG	1141974	15694	
DEPARTMENT TOTAL			45400	690234	45400	690234		505226	505226		19609805	150312	
				726563		726563					19690141	230648	
BRANCH TOTALS	1 REGULAR		39325	589875	39325	589875	U UNIFORM	4558	4558	FEDERAL	13337	13337	104672
1 EMPLOYEES 7 CHECKS	2 OVERTIME		6075	136688	6075	136688	C1 CHECKING 1	487468	487468	OASDI	45048	45048	
	K1 401K EE			-36329		-36329	UD UNION DUES	13200	13200	MEDICARE	10534	10534	
										MI STATE	11417	11417	
										80336	80336	80336	
										ER OASDI	10353172	45047	
										ER MEDCR	2421306	10535	
										ER FUI	247881	4200	
										MI ER SUI	5445472	74836	
										MI OBLIG	1141974	15694	
BRANCH TOTAL			45400	690234	45400	690234		505226	505226		19609805	150312	
				726563		726563					19690141	230648	
DIVISION TOTALS	1 REGULAR		39325	589875	39325	589875	U UNIFORM	4558	4558	FEDERAL	13337	13337	104672
1 EMPLOYEES 7 CHECKS	2 OVERTIME		6075	136688	6075	136688	C1 CHECKING 1	487468	487468	OASDI	45048	45048	
	K1 401K EE			-36329		-36329	UD UNION DUES	13200	13200	MEDICARE	10534	10534	
										MI STATE	11417	11417	
										80336	80336	80336	
										ER OASDI	10353172	45047	
										ER MEDCR	2421306	10535	
										ER FUI	247881	4200	
										MI ER SUI	5445472	74836	
										MI OBLIG	1141974	15694	
DIVISION TOTAL			45400	690234	45400	690234		505226	505226		19609805	150312	
				726563		726563					19690141	230648	

PAYCH INC.

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Case: 18-1909 Document: 21-4 Filed: 10/24/2018 Page: 542

PAYROLL JOURNAL		CHECK DATES 01/01/2013 TO 12/31/2013										06/04/2015		
LOUS SCRAP TRANSPORT - D120		PERIOD BEGIN 12/23/2012 PERIOD END 12/21/2013										PAGE 4		
EMPLOYEE NAME		EARNINGS	PAY	CURRENT		YTD		DEDUCTIONS	CURRENT	YTD	TAXES	CURRENT	YTD	NET PAY
ID SSN STATE/FRQ STS LOCATION	DESCR	RATE	HOURS	AMOUNT	HOURS	AMOUNT	DESCR	AMOUNT	AMOUNT	DESCR	AMOUNT	AMOUNT	CHECK NO	
LOUS SCRAP TRANSPORT		1 REGULAR	39325	589875	39325	589875	U UNIFORM	4558	4558	FEDERAL	13337	13337	104672	
COMPANY TOTALS		2 OVERTIME	6075	136688	6075	136688	C1 CHECKING 1	487468	487468	OASDI	45048	45048		
1 EMPLOYEES 7 CHECKS		K1 401K EE		-36329		-36329	UD UNION DUES	13200	13200	MEDICARE	10534	10534		
										MI STATE	11417	11417		
											80336	80336		
										ER OASDI	10353172	45047		
										ER MEDCR	2421306	10535		
										ER FUI	247881	4200		
										MI ER SUI	5445472	74836		
										MI OBLIG	1141974	15694		
											19609805	150312		
											19690141	230648		
COMPANY TOTAL			45400	690234	45400	690234		505226	505226					
				726563		726563								

Case: 18-1909 Document: 21-4 Filed: 10/24/2018 Page: 543

PAYCH INC.

PHONE (248)488-1100

FAX (248)489-1111

Case: 18-1909 Document: 21-4 Filed: 10/24/2018 Page: 543

Date	Trucker ID	Trucker Name	Hours
1/21/2013	672		9.00
1/22/2013	672		9.00
1/23/2013	672		9.00
1/24/2013	672		9.00
1/25/2013	672		9.00
Total			45.00
			=====
			.

TRUCKING TICKET
Lou's Transport, Inc.

Division ID:	01	Run Type:	Material-In
Ticket Number:	624068	Lot Number:	
Description:	0	Equipment ID:	216
Ticket Date:	1/21/2013	Driver ID:	672
Customer ID:	DAN531		MICHAELHERSHEY (\$15.00)
Customer Name:	Dan's Excavating, Inc.	Driver Type:	Driver
Job Number:	12-8094	Driver Pay:	Hourly
Job Description:	SYLVANIA QUARRY	Hourly Rate:	\$1.00
Split Billing:		Percentage:	0.00%
Job Taxable:	X Tax Schedule: MI		

HAULING INFORMATION:

MATERIAL INFORMATION:

TICKET SUMMARY:

Hauling Rate: SEMI
Quantity: 8.50
Rate Unit: Hourly
Unit Price: \$70.00
Job Mileage: 0.0
Driver Rate: \$70.00

Material ID: TRKG HOURLY -S
Pit ID: HOURLY TRUCKING
Quantity: 0.00
Rate Unit: Hourly
Unit Price: \$0.00
Pit Ticket #:

Hauling Total: \$595.00
Material Total: \$0.00
Tax Amount: \$0.00

Document Total: \$595.00

Billed On Invoice: T0033456

Created by JOSH

on 1/21/2013

Date	Trucker ID	Trucker Name	Hours
1/21/2013	672		9.00
1/22/2013	672		9.00
1/23/2013	672		9.00
1/24/2013	672		9.00
1/25/2013	672		9.00
		Total	45.00
			=====

TRUCKING TICKET
Lou's Transport, Inc.

Division ID:	01	Run Type:	Material-In
Ticket Number:	624069	Lot Number:	
Description:	0	Equipment ID:	216
Ticket Date:	1/22/2013	Driver ID:	672
Customer ID:	DAN531	Driver Type:	Driver
Customer Name:	Dan's Excavating, Inc.	Driver Pay:	Hourly
Job Number:	12-8094	Hourly Rate:	\$1.00
Job Description:	SYLVANIA QUARRY	Percentage:	0.00%
Split Billing:			
Job Taxable:	X Tax Schedule: MI		

HAULING INFORMATION:

MATERIAL INFORMATION:

TICKET SUMMARY:

Hauling Rate:	SEMI	Material ID:	TRKG HOURLY -S	Hauling Total:	\$595.00
Quantity:	8.50	Pit ID:	HOURLY TRUCKING	Material Total:	\$0.00
Rate Unit:	Hourly	Quantity:	0.00	Tax Amount:	\$0.00
Unit Price:	\$70.00	Rate Unit:	Hourly	Document Total:	\$595.00
Job Mileage:	0.0	Unit Price:	\$0.00		
Driver Rate:	\$70.00	Pit Ticket #:			

Billed On Invoice: T0033456

Created by REBECCA on 1/22/2013

Date	Trucker ID	Trucker Name	Hours
1/21/2013	672		9.00
1/22/2013	672		9.00
1/23/2013	672		9.00
1/24/2013	672		9.00
1/25/2013	672		9.00
		Total	45.00
			=====

TRUCKING TICKET
Lou's Transport, Inc.

Division ID: 01
 Ticket Number: 624070
 Description: 0
 Ticket Date: 1/23/2013
 Customer ID: DAN531
 Customer Name: Dan's Excavating, Inc.
 Job Number: 12-8094
 Job Description: SYLVANIA QUARRY
 Split Billing:
 Job Taxable: X Tax Schedule: MI

Run Type: Material-In
 Lot Number:
 Equipment ID: 216
 Driver ID: 672
 MICHAELHERSHEY (\$15.00)
 Driver Type: Driver
 Driver Pay: Hourly
 Hourly Rate: \$1.00
 Percentage: 0.00%

HAULING INFORMATION:

Hauling Rate: SEMI
 Quantity: 8.50
 Rate Unit: Hourly
 Unit Price: \$70.00
 Job Mileage: 0.0
 Driver Rate: \$70.00

MATERIAL INFORMATION:

Material ID: TRKG HOURLY -S
 Pit ID: HOURLY TRUCKING
 Quantity: 0.00
 Rate Unit: Hourly
 Unit Price: \$0.00
 Pit Ticket #:

TICKET SUMMARY:

Hauling Total: \$595.00
 Material Total: \$0.00
 Tax Amount: \$0.00
 Document Total: \$595.00

Billed On Invoice: T0033456

Created by JOSH

on 1/23/2013

Date	Trucker ID	Trucker Name	Hours
1/21/2013	672		9.00
1/22/2013	672		9.00
1/23/2013	672		9.00
1/24/2013	672		9.00
1/25/2013	672		9.00
Total			45.00
			=====

TRUCKING TICKET
Lou's Transport, Inc.

Division ID: 01
 Ticket Number: 624071
 Description: 0
 Ticket Date: 1/24/2013
 Customer ID: DAN531
 Customer Name: Dan's Excavating, Inc.
 Job Number: 12-8094
 Job Description: SYLVANIA QUARRY
 Split Billing:
 Job Taxable: X Tax Schedule: MI

Run Type: Material-In
 Lot Number:
 Equipment ID: 216
 Driver ID: 672
 MICHAELHERSHEY (\$15.00)
 Driver Type: Driver
 Driver Pay: Hourly
 Hourly Rate: \$1.00
 Percentage: 0.00%

HAULING INFORMATION:

MATERIAL INFORMATION:

TICKET SUMMARY:

Hauling Rate: SEMI
 Quantity: 8.50
 Rate Unit: Hourly
 Unit Price: \$70.00
 Job Mileage: 0.0
 Driver Rate: \$70.00

Material ID: TRKG HOURLY -S
 Pit ID: HOURLY TRUCKING
 Quantity: 0.00
 Rate Unit: Hourly
 Unit Price: \$0.00
 Pit Ticket #:

Hauling Total: \$595.00
 Material Total: \$0.00
 Tax Amount: \$0.00
 Document Total: \$595.00

Billed On Invoice: T0033456

Created by REBECCA on 1/24/2013

Date	Trucker ID	Trucker Name	Hours
1/21/2013	672		9.00
1/22/2013	672		9.00
1/23/2013	672		9.00
1/24/2013	672		9.00
1/25/2013	672		9.00
		Total	45.00
			=====

TRUCKING TICKET
Lou's Transport, Inc.

Division ID: 01
Ticket Number: 624072
Description: 0
Ticket Date: 1/25/2013
Customer ID: DAN531
Customer Name: Dan's Excavating, Inc.
Job Number: 12-8094
Job Description: SYLVANIA QUARRY
Split Billing:
Job Taxable: X Tax Schedule: MI

Run Type: Material-In
Lot Number:
Equipment ID: 216
Driver ID: 672
MICHAELHERSHEY (\$15.00)
Driver Type: Driver
Driver Pay: Hourly
Hourly Rate: \$1.00
Percentage: 0.00%

HAULING INFORMATION:

Hauling Rate: SEMI
Quantity: 8.50
Rate Unit: Hourly
Unit Price: \$70.00
Job Mileage: 0.0
Driver Rate: \$70.00

MATERIAL INFORMATION:

Material ID: TRKG HOURLY -S
Pit ID: HOURLY TRUCKING
Quantity: 0.00
Rate Unit: Hourly
Unit Price: \$0.00
Pit Ticket #:

TICKET SUMMARY:

Hauling Total: \$595.00
Material Total: \$0.00
Tax Amount: \$0.00
Document Total: \$595.00

Billed On Invoice: T0033456

Created by REBECCA on 1/25/2013

UIA 1707c
(Rev 04-11)State of Michigan
Department of Licensing and Regulatory Affairs
UNEMPLOYMENT INSURANCE AGENCY
www.michigan.gov/uiaAuthorized by
MCL 421.1, et seq**REQUEST FOR INFORMATION RELATIVE TO POSSIBLE
INELIGIBILITY OR DISQUALIFICATION**See "For Employers" at
bottom of reverse side for
non-compliance penalty

032813H0213007

For Mailing Use (In-22)

Michael Hershey
2472 Gemini Dr
Lake Orion, MI 48360

Office:

Mail Date: 03/28/2013

RETURN FORM TO:
Unemployment Insurance Agency
P.O. Box 169
Grand Rapids, MI 49501-0169
Fax Number: 1-517-636-0427Inquiry Line: 1-866-500-0017
TTY Customers Use: 1-866-366-0004

Unemployed Worker's Name:

Employer Name: Lous Scrap Transport Inc
Account Number: 1569387000SSN:
Benefit Year Beginning: 01/27/2013

You are involved in a claim for unemployment benefits, either as the employer or as the unemployed worker. The Unemployment Insurance Agency (UIA) needs the information below in order to make a determination on eligibility or qualification for benefits.

Please answer **all** the questions below. If additional space is needed, enter your answers on the back of this form or attach additional sheet(s) if necessary. If a question does not apply or you choose not to answer it, enter "n/a" (not applicable). In completing this form, provide in complete and specific detail all information you believe would be helpful to us. **If a reply is not received by the UIA within 10 days of the Mail Date shown above, a (re)determination will be made on the basis of the available information.** Mail or fax your answers to the return location indicated on the top of this form. You should keep a copy of the completed form for your records.

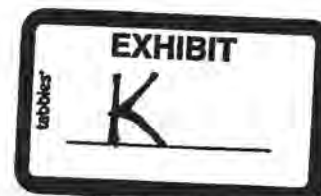
The Agency was notified that you were discharged for a disagreement with management.

1. On what date were you fired?
2. Who fired you? Provide name and title.
3. What reason were you given for being fired?
4. On what date did the incident occur which caused you to be fired?
5. Provide specific details of the incident.
6. Did you receive any warnings, verbal or written, before you were fired? If yes, provide dates and reasons for warnings.
7. Were you allowed or asked to resign instead of being fired?
8. Were other employees discharged at the same time for the same reason? If yes, provide name(s).
9. Provide any additional facts regarding this separation.

EN22_022N001K0MMAQTCB



LARA is an equal opportunity employer/program. Auxiliary aids, services and other reasonable accommodations are available upon request to individuals with disabilities.



ULA 1707e
(Rev. 04-11)
Reverse Side

Unemployed Worker's Name:
SSN:
Benefit Year Beginning: 01/27/2013

Employer Name: Lous Scrap Transport, Inc
Employer Account Number: 1569387000

032813H0213008

UNEMPLOYED WORKER: You are required to respond to this form within 10 days from the Mail Date on the front of this form.
Most recent occupation: _____ Full-Time ☐ Part-Time ☐ Work schedule _____

Your first day worked: _____ Last day worked: _____ Most recent wage: _____ hourly ☐ weekly ☐

Your name (please print): _____ Phone: _____

Your signature: _____ Date: _____

FOR EMPLOYERS: You are required to respond to this form within 10 days of the Mail Date on the front of this form whether you feel payment(s) on this claim should be allowed or denied. If you fail to respond timely, you will not receive credit for benefits paid prior to receipt of the information, even if the unemployed worker is later found ineligible or disqualified. Please provide the following additional information.

First day worked: _____ Last day worked: _____ Date removed from payroll: _____

Your Name and Title (please print): _____

Your Signature: _____ Date: _____

Phone: _____

For ULA Use Only

User ID: _____

Date: ____/____/____

EN22_00ZKWNKOMMAQTGB

04/01/2013 17:04 FAX

UIA 17076
(Rev. 04-11)State of Michigan
Department of Licensing and Regulatory Affairs
UNEMPLOYMENT INSURANCE AGENCY
www.michigan.gov/uia001
Authorized by
MCL 421.1, et seq.See "For Employers" at
bottom of reverse side for
non-compliance penalty.REQUEST FOR INFORMATION RELATIVE TO POSSIBLE
INELIGIBILITY OR DISQUALIFICATION

Office:

Mail Date: 03/28/2013

RETURN FORM TO:
Unemployment Insurance Agency
P.O. Box 169
Grand Rapids, MI 49501-0169
Fax Number: 1-517-636-0427Inquiry Line: 1-866-500-0017
TTY Customers Use: 1-866-366-0004

Unemployed Worker's Name:

Employer Name: Lous Scrap Transport Inc
Account Number: 1569387000SSN:
Benefit Year Beginning: 01/27/2013

You are involved in a claim for unemployment benefits, either as the employer or as the unemployed worker. The Unemployment Insurance Agency (UIA) needs the information below in order to make a determination on eligibility or qualification for benefits.

Please answer **all** the questions below. If additional space is needed, enter your answers on the back of this form or attach additional sheet(s) if necessary. If a question does not apply or you choose not to answer it, enter "n/a" (not applicable). In completing this form, provide in complete and specific detail all information you believe would be helpful to us. **If a reply is not received by the UIA within 10 days of the Mail Date shown above, a (re)determination will be made on the basis of the available information.** Mail or fax your answers to the return location indicated on the top of this form. You should keep a copy of the completed form for your records.

The Agency was notified that you were discharged for a disagreement with management.

- On what date were you fired? *3/27/13*
- Who fired you? Provide name and title. *Jeff Laming opp. mgr.*
- What reason were you given for being fired? *didn't meet core values.*
- On what date did the incident occur which caused you to be fired? *3/25/13*
- Provide specific details of the incident. *on back*
- Did you receive any warnings, verbal or written, before you were fired? If yes, provide dates and reasons for warnings. *on back*
- Were you allowed or asked to resign instead of being fired? *NO*
- Were other employees discharged at the same time for the same reason? If yes, provide name(s). *on back*
- Provide any additional facts regarding this separation. *I was hired out of portland, they told me that I had to do this flat rock job the day before it started at 3pm. They promised 11 hrs/day after the bi weekly pay check was short I questioned why + was told things change. NO I WAS driving my own car so there's one way NO bus reimbursement (as originally promised) to all senior drivers get paid from portland back to me. Also when I needed tires or anything else I was told they didn't have or parts were on order I drove with a bad front end for 4 days in a 360' drop at 120 mph. It was a very*

LARA is an equal opportunity employer/program. Auxiliary aids, services and other reasonable accommodations are available upon request to individuals with disabilities.

UNSAFE WORKING ENVIRONMENT.

04/01/2013 17:04 FAX

002

UTA 1707e
(Rev. 04-11)
Reverse Side

Unemployment Insurance Notice:

SSN:

Benefit Year Beginning: 01/27/2013

Employer Name: Lous Scrap Transport In

Employer Account Number: 1569387000

040113G0336003

#5 As far as I can tell we had a meeting on Thursday 3/25 at the travel pit we were working at. I voiced my concerns over equipment & job site safety along with some others and I guess they didn't like it because they fired someone else that day. I worked Monday & Tuesday & was in the schedule for Wednesday the 27 drove myself & the other employee's 50 mile to the job site got my truck ready to go out & was then fired.

#6 Name with yes I talk in December over my concern about truck maintain & pay but was never mentioned firing or anything like that. my complaint was they promised \$8 hrs per day & after check was short they said they changed the pay rate without notification

#8 All I know is it names but since we started this "special" winter assignment they've fired or laid off a total of roughly 10 men since Dec 2012 when job started I knew Steve, Jeff & Randy were fired for no known reason the rest quite because of pay & job safety

UNEMPLOYED WORKER: You are required to respond to this form within 10 days from the Mail Date on the front of this form.
Most recent occupation: _____ Full-Time ☒ Part-Time ☐ Work schedule

Your first day worked: 7/26/12 Last day worked: 3/27/13 Most recent wage: 15.75 hourly ☒ weekly ☐

Your name (please print): Michael P Hershney Phone: 248 343 5057

Your signature: Michael P Hershney Date: 4/1/13

FOR EMPLOYERS: You are required to respond to this form within 10 days of the Mail Date on the front of this form whether you feel payment(s) on this claim should be allowed or denied. If you fail to respond timely, you will not receive credit for benefits paid prior to receipt of the information, even if the unemployed worker is later found ineligible or disqualified. Please provide the following additional information.

First day worked: _____ Last day worked: _____ Date removed from payroll: _____

Your Name and Title (please print): _____

Your Signature: _____ Date: _____

Phone: _____

For UTA Use Only

Use ID

Date

EN22_00ZKWKOMQTCB

04/01/2013 17:08 FAX

003

EXIT INTERVIEW FORM 2013

☐ ASI☐ TKMS☒ Lou's

Oxford Flatrock Milford Pontiac

Today's Date:

3/27/2013

Team Member Name:

Michael P Hershey

Job Title:

DRIVER

Last Day Worked:

Supervisor:

TONY ALLEN

Reason For Separation:

Quit

X

Involuntary Termination

Lay-Off

EMPLOYEE DOES NOT MEET OUR CORE VALUES.

SUPERVISOR: Indicate with a (X) the company property returned by employee before releasing final check.

	N/A	Yes	No		N/A	Yes	No
Keys (building and/or vehicle)		X		Camera		X	
Company Credit Card	X			Safety Vest		X	
Cell iPhone and/or Radio		X		Hard Hat		X	
Alarm Code Removed	X			Uniforms			N/A
Redirect Voice Mail Messages	X			Field Supplies		X	
Remove Computer Access	X						

HUMAN RESOURCES:

Medical Insurance: Last Day Of Coverage: Date Notified:

Dental Insurance: Last Day Of Coverage: Date Notified:

Vision Insurance: Last Day Of Coverage: Date Notified:

Life Insurance: Last Day Of Coverage: Date Notified:

401K: Date Notified:

COBRA: Date Notified:

Terminate in PayChex Date Completed:

Company Loans: Amount Outstanding:

Friend Of The Court: Date Notified:

Garnishment: Date Notified:

MVR/State of Michigan Date Deleted:

Notify Safety Dept: Date Notified:

Uniforms Return Date: # Pants # Shirts

Union Notify Union: Date:

Transman remove Completed:

Notify Dispatch: Date Completed:

Close out Personnel File: Date Completed:

Remove I-9 Form: Date Completed:

Verify employee address:

Verify employee phone #:

Employee Signature: Date: 3/27/13

Supervisor Signature: Date: 3/27/13

T.H.R. SUPERVISORS/HR forms Exit Interview Form 2013

040113G0336004

MIP WEB.FASTUI

Page 1 of 1

Account Closed

ACCOUNT: UI CLAIM

Account: C2303011-0 MICHAEL HERSHEY 4845 PINEDALE AVE CLARKSTON MI 48346-3754
 Customer: MICHAEL HERSHEY 4845 PINEDALE AVE CLARKSTON MI 48346-3754

CERTS ADJUDICATION CRN TASK COLLECTION ADJUSTMENT **FILED**

CLAIM

Claim ID: C2303011-0

18-Jan-2014 3 of 3

MONETARY DETERMINATION

PROCESS TYPE

UI ☒ CWC ☐ UCX ☐ UCFE ☐

CLAIM INFORMATION

U.S. Citizen	Yes	Claim Type	Additional Claim	Filed Date	30-Jan-2013
Withhold Taxes	No	Claim Source	Online	Certification Begin Date	27-Jan-2013
Exemptions	0	Gone <input type="checkbox"/>	Withdrawn <input type="checkbox"/>	Certification End Date	25-Jan-2014
Preservation of Wages	<input type="checkbox"/>	Exhausted <input type="checkbox"/>	Fraud <input type="checkbox"/>	Back to Work Date	21-Apr-2013
Profiling		BYB	27-Jan-2013	Status	Allowed

EMPLOYER DETAIL

Employer Name	Employer ID	Search	Non-MI Emp.	Dest. Code	Employed	First Date Worked	Last Date Worked	Separation Reason	Occ. Code	Separating
UNITED PARCEL SERV	0139000 000	Search MI Employer			<input checked="" type="checkbox"/>		22-Jan-2012	Laid Off	53-0000	<input type="radio"/>
ABERDEEN VAN LINES	1221313 000	Search MI Employer			<input checked="" type="checkbox"/>		20-Jul-2012	Laid Off	53-0000	<input type="radio"/>
LOUIS TRANSPORT INC	1569367 000	Search MI Employer			<input checked="" type="checkbox"/>	28-Jul-2012	25-Jan-2013	Laid Off	53-0000	<input checked="" type="radio"/>

3 Rows

WAVER DETAIL

Type	Separating Employer Last Day Worked	Begin Date	End Date	Associated Employer
Job Attached Waiver		27-Jan-2013	25-May-2013	
Job Attached Waiver		22-Dec-2013	19-Apr-2014	calo & sons construction

2 Rows

ALLEN ID

Allen ID Type	Allen Registration Number	Expiration Date	Card Number	Verified
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REOPEN / ADDITIONAL CLAIM

Source	Filed Date	Effective Date	Employer Name	Employer ID	Non-MI	Dest. Code	Employed	First Date Worked	Last Date Worked	Sep. Reason	Occ. Code
Online	31-Dec-2013	22-Dec-2013	CALO & SONS CONE	1354507 000			<input type="checkbox"/>				
Online			KRAKEN CRUSHED	12001882 000			<input type="checkbox"/>				
Online			LOUIS SCRAP TRAN	1569367 000			<input checked="" type="checkbox"/>	28-Jul-2012	27-Mar-2013	Fired	53-3032

3 Rows

Account: Closed

ACCOUNT: IS CLAIM

Account : C2303011-0 MICHAEL HERSHEY 4645 PINEDALE AVE CLARKSTON MI 48346-3754
 Customer : MICHAEL HERSHEY 4645 PINEDALE AVE CLARKSTON MI 48346-3754

CERTS ADJUDICATION CRM TASK COLLECTION ADJUSTMENT

CLAIM

Claim ID C2303011-0

Issued 18-Jan-2014 3 of 3

ATTRIBUTES

Weekly Benefit Amount 362.00 Weeks Allowed 20.0 Dependents 3 Employed Full Time ☐ Crv Balance 12.00 Effective Date 27-Jan-2013 Mail Serve Date 31-Jan-2013 Benefit Year Begin 27-Jan-2013 Benefit Year End 25-Jan-2014

5X REQUIREMENT DENIED REASONS

Prior BYB 5X Amount 0.00 Insufficient wages ☐ Balance in another state ☐ UCFE Only: ☐
 5X Requirement Met ☐ Fails 5X requirement ☐ Request claim be withdrawn ☐ Federal wages assigned to another state ☐

FEDERAL WAGE REASSIGNMENTS

Last Federal Duty Station Employment Subsequent to Federal Residence State Reassign Federal Wages from (B4):

WAGE SUMMARY

Quarter	31-Dec-2012	30-Sep-2012	30-Jun-2012	31-Mar-2012	31-Dec-2011	Crv Recalc Charging <input type="checkbox"/>
Reported Wages	13,683.16	8,054.81	0.00	967.15	1,219.61	
Exempted Wages	0.00	0.00	0.00	0.00	0.00	
Used Wages	13,683.16	8,054.81	0.00	967.15	1,219.61	

Qualified using the Alternate Base Period One Year Override

WAGE DETAIL

View	Employer Name	Employer ID	Non-MI Employer	Destination Code	Quarter	Wages	Source	Not Included Reasons	NET
View	LOUS TRANSPORT INC	1569387 000			31-Dec-2012	13,683.16	Employer		<input type="checkbox"/>
View	LOUS TRANSPORT INC	1569387 000			30-Sep-2012	8,054.81	Employer		<input type="checkbox"/>
View	UNITED PARCEL SERVICE	0139000 000			31-Mar-2012	729.65	Employer		<input type="checkbox"/>
View	ABERDEEN VAN LINES INC	1221313 000			31-Mar-2012	257.50	Employer		<input type="checkbox"/>
View	UNITED PARCEL SERVICE	0139000 000			31-Dec-2011	1,219.61	Employer		<input type="checkbox"/>

5 Rows

CHARGING DETAIL

From Emp. Name	From Non-MI Emp.	To Emp. Name	To Non-MI Emp.	Override Charge	Wages	Charge %	Weekly Charge	Max Charge	Charge Separating
UNITED PARCEL SE		UNITED PARCEL SE			729.65	3.21%	11.62	209.16	<input type="checkbox"/>
ABERDEEN VAN LI		ABERDEEN VAN LI			257.50	1.13%	4.09	79.63	<input type="checkbox"/>
LOUS TRANSPORT		LOUS TRANSPORT			21,737.97	95.66%	346.29	6,925.79	<input checked="" type="checkbox"/>

3 Rows

BENEFITS CALCULATION

13,683.16 HIGH QUARTER WAGES x 4.1% WEEKLY MULTIPLIER + 3 DEPENDENTS x 6.00 DEPENDENT MULT = 362.00 WEEKLY BENEFIT AMOUNT
 * Maximum weekly benefit amount capped at \$362

22,725.12 TOTAL PERIOD WAGES x 43% DURATION MULT + 362.00 WEEKLY BENEFIT AMOUNT = 20.00 DURATION OF BENEFITS
 * Maximum duration on weeks capped at 20

SEPARATING EMPLOYER CALCULATION

Separating Employer's Filing Quarter Wages 23,469.22

7.00 WAGE MULTIPLIER x (40.00 WAGE MULTIPLIER x 7.40 MINIMUM WAGE) = 2072.00 EARNINGS CRITERION
 23469.22 EARNINGS >= 2072.00 MINIMUM EARNINGS CRITERION

* The claimant has earned sufficient wages for the separating employer to be charged the first two weeks

MIP WEB.FASTUI

Page 2 of 2

MIP WEB.FASTUI

Page 1 of 1

Account Closed

Claim: 17200131

ACCOUNT: UI CLAIM

Account: C2303011-0 MICHAEL HERSHEY 4845 PINEDALE AVE CLARKSTON MI 48346-3754

Customer: MICHAEL HERSHEY 4845 PINEDALE AVE CLARKSTON MI 48346-3754

UPDATE PRINT

CLAIMS ADDITIONAL CRF TASK COLLECTION ADJUSTMENT CLAIM

SUMMARY CONTRIBUTIONS PAYMENTS N PAYE NEW INTEREST CLAIM ACTIONS CLAIM SUMMARY

9 Weeks Remaining

WEEK SUMMARY

Week	WSA	Deductions	Withheld	Ben Pymt	Status
25-Jan-2014	362.00	0.00	0.00	362.00	Payment issued on 1/28/2014
18-Jan-2014	362.00	0.00	0.00	0.00	Week Waived
11-Jan-2014	362.00	78.00	0.00	284.00	Payment issued on 1/22/2014
04-Jan-2014	362.00	140.00	0.00	222.00	Payment issued on 1/22/2014
28-Dec-2013	362.00	0.00	0.00	0.00	Ineligible Week
27-Apr-2013	362.00	362.00	0.00	0.00	Converted Unpaid Certification
20-Apr-2013	362.00	104.00	0.00	258.00	Payment issued on 4/24/2013
13-Apr-2013	362.00	87.00	0.00	275.00	Payment issued on 4/24/2013
06-Apr-2013	0.00	0.00	0.00	0.00	Week Waived
30-Mar-2013	362.00	126.00	0.00	236.00	Payment issued on 4/19/2013
23-Mar-2013	0.00	0.00	0.00	0.00	Week Waived
16-Mar-2013	362.00	131.00	0.00	231.00	Payment issued on 3/28/2013
09-Mar-2013	0.00	0.00	0.00	0.00	Week Waived
02-Mar-2013	362.00	233.00	0.00	129.00	Payment issued on 3/12/2013
23-Feb-2013	0.00	0.00	0.00	0.00	Week Waived
16-Feb-2013	362.00	98.00	0.00	264.00	Payment issued on 2/26/2013
09-Feb-2013	362.00	150.00	0.00	212.00	Payment issued on 2/21/2013
02-Feb-2013	362.00	0.00	0.00	362.00	Payment issued on 2/21/2013

18 Rows

MIP WEB.FASTUI

Page 1 of 1

Account Closed

ACCOUNT: LI CLAIM

Account : C3545849-0 MICHAEL HERSHEY 4845 PINEDALE AVE CLARKSTON MI 48346-3754
 Customer : MICHAEL HERSHEY 4845 PINEDALE AVE CLARKSTON MI 48346-3754

ADJUDICATION CEN TASK COLLECTION ADJUSTMENT CLAIM

SUMMARY DEBITATIONS PAYMENTS JUDICIAL PAYMENTS INTERESTS TRANSFERS LI CLAIM SUMMARY

7 Weeks Remaining

WEEK SUMMARY

Week	WSA	Deductions	Withheld	Ben Pymt	Status
24-Jan-2015	382.00	183.00	0.00	179.00	Payment issued on 2/18/2015
17-Jan-2015	382.00	215.00	0.00	147.00	Payment issued on 1/21/2015
10-Jan-2015	382.00	0.00	0.00	0.00	Week Waived
03-Jan-2015	382.00	215.00	0.00	147.00	Payment issued on 1/8/2015
27-Dec-2014	382.00	289.00	0.00	93.00	Payment issued on 1/8/2015
20-Dec-2014	382.00	0.00	0.00	0.00	Week Waived
13-Dec-2014	382.00	0.00	0.00	0.00	Week Waived
06-Dec-2014	382.00	0.00	0.00	0.00	Week Waived
12-Apr-2014	382.00	0.00	0.00	0.00	Week Waived
05-Apr-2014	382.00	0.00	0.00	382.00	Payment issued on 4/8/2014
29-Mar-2014	382.00	82.00	0.00	300.00	Payment issued on 4/8/2014
22-Mar-2014	382.00	7.00	0.00	353.00	Payment issued on 3/25/2014
15-Mar-2014	382.00	58.00	0.00	304.00	Payment issued on 3/25/2014
08-Mar-2014	382.00	0.00	0.00	0.00	Week Waived
01-Mar-2014	382.00	259.00	0.00	103.00	Payment issued on 3/14/2014
22-Feb-2014	382.00	174.00	0.00	188.00	Payment issued on 2/26/2014
15-Feb-2014	382.00	275.00	0.00	85.00	Payment issued on 2/26/2014
08-Feb-2014	382.00	174.00	0.00	188.00	Payment issued on 2/11/2014
01-Feb-2014	382.00	73.00	0.00	289.00	Payment issued on 2/11/2014

19 Rows

Account: Closed

Claim ID: C3545849-0

Account: C3545849-0 MICHAEL HERSHEY 4645 PINE DALE AVE CLARKSTON MI 48346-3754
 Customer: MICHAEL HERSHEY 4645 PINE DALE AVE CLARKSTON MI 48346-3754

CERTS ADJUDICATION CRR TASK COLLECTION ADJUSTMENT CLAIM

CLASS

Claim ID: C3545849-0

batch 26-Dec-2014 4 of 4

MONETARY DETERMINATION

PROCESS TYPE

UI ☒ CWC ☐ UCX ☐ UCPE ☐

CLAIM INFORMATION

U.S. Citizen	Yes	Claim Type	Additional Claim	Filed Date	26-Jan-2014
Withhold Taxes	No	Claim Source	Online	Certification Begin Date	26-Jan-2014
Exemptions	0	Gone <input type="checkbox"/>	Withdrawn <input type="checkbox"/>	Certification End Date	24-Jan-2015
Preservation of Wages	<input type="checkbox"/>	Exhausted <input type="checkbox"/>	Fraud <input type="checkbox"/>	Back to Work Date	
Profiling		BYB	26-Jan-2014	Status	Allowed

EMPLOYER DETAIL

Employer Name	Employer ID	Search	Non-MI Emp.	Dest. Code	Employed	First Date Worked	Last Date Worked	Separation Reason	Occ. Code	Separating
CALO & SONS CONSTR	1354507 000	Search MI Employer			<input checked="" type="checkbox"/>	26-Apr-2013	16-Jan-2014	Laid Off	53-3032	<input checked="" type="radio"/>
KRAJEN CRUSHED COI	2001692 000	Search MI Employer			<input checked="" type="checkbox"/>	01-Apr-2013	25-Apr-2013	Laid Off	51-8098	<input type="radio"/>
LOUS SCRAP TRANSP	1599387 000	Search MI Employer			<input checked="" type="checkbox"/>	26-Jul-2012	27-Mar-2013	Suspended/Disciplin	53-3032	<input type="radio"/>

3 Rows

WAIVER DETAIL

Type	Separating Employer Last Day Worked	Begin Date	End Date	Associated Employer
Short Term Layoff	26-Dec-2014	27-Dec-2014	27-Dec-2014	RCOC
Job Attached Waiver	05-Dec-2014	06-Dec-2014	20-Dec-2014	CALO & SONS CONSTRUCTION INC
Job Attached Waiver		26-Jan-2014	18-May-2014	CALO & SONS CONSTRUCTION INC

3 Rows

ALIEN ID

Alien ID Type	Alien Registration Number	Expiration Date	Card Number	Verified
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REOPEN / ADDITIONAL CLAIM

Source	Filed Date	Effective Date	Employer Name	Employer ID	Non-MI	Dest. Code	Employed	First Date Worked	Last Date Worked	Sep. Reason	Occ. Code
Online	26-Dec-2014	21-Dec-2014	RCOC				<input checked="" type="checkbox"/>	09-Dec-2014	26-Dec-2014	Hours reduced	53-3032
Online			CALO AND SONS CC				<input checked="" type="checkbox"/>	01-Apr-2013	17-Dec-2014	Hours reduced	53-3032
Online	08-Dec-2014	07-Dec-2014	CALO & SONS CONE	1354507 000			<input checked="" type="checkbox"/>	26-Apr-2013	05-Dec-2014	Hours reduced	53-3032

3 Rows

584

MIP WEB.FASTUI

Page 2 of 2



UIA 1575C
(Rev. 04-13)
Rick Snyder
GOVERNOR



State of Michigan
Department of Licensing and Regulatory Affairs
Unemployment Insurance Agency
3024 W Grand Blvd, Detroit, MI 48202
www.michigan.gov/uia



Authorized By
MCL 421.1 et seq.
Shaun Thomas

|||||
MICHAEL P HERSHEY
2472 GEMINI DR
LAKE ORION MI 48360-1925

Mail Date: January 30, 2014
Letter ID: L0007394806
CLM: C3545849-0
Name: MICHAEL HERSHEY

UIA
PO Box 169
Grand Rapids MI 49501-0169

MONETARY DETERMINATION

Dear MICHAEL HERSHEY,

Your claim for unemployment insurance benefits was filed on 01/29/2014. Your claim has been processed to determine if you meet the requirements and are monetarily eligible to receive benefits.

Based on the wages reported by your employer(s), it is determined that you are able to establish a claim for unemployment benefits. You earned enough wages during your base period and you meet the monetary requirements.

However, you reported that your separation from an employer that you worked for during your base period was for a reason other than a lack of work. A determination must be issued regarding whether or not you are qualified to receive benefits based on this separation. This determination will be sent in a separate mailing.

Certify for benefits as directed with MARVIN or MARVIN Online. If you are allowed benefits, weeks eligible for payment will be released at that time.

This determination is effective beginning 01/26/2014.

Claim Information

- Benefit Year Beginning (BYB): Your claim begins on 01/26/2014.
- Benefit Year Ending (BYE): Your claim year ends on 01/24/2015.
- Your weekly benefit amount: \$362.00.
- You claimed 3 dependents.
- You are eligible for 20.00 weeks of benefits.
- Base Period: The time period used to look at your wages to determine your eligibility begins 10/01/2012 and ends 09/30/2013.
- Separation from employment reasons (provided by you):



LARA is an Equal Opportunity Employer/Program.

UIA 1575C
(Rev. 04-13)

Letter ID: L0007394806

Laid Off CALO & SONS CONSTRUCTION INC - separating employer
 Laid Off KRAKEN CRUSHED CONCRETE & RECYCLING LLC - base period employer
 Suspended/Disciplinary Layoff LOUS SCRAP TRANSPORT INC - base period employer

To Claim Benefits

You must certify with MARVIN (phone or online) to claim your unemployment benefits for the previous two weeks. Your first appointment day and time is:

Tuesday, 2/11/2014 from 2:00 PM to 3:00 PM

MARVIN: 1-866-638-3993

MARVIN Online: www.michigan.gov/uia. Click on "Michigan Web Account Manager for Claimants and Employers".

Searching for Work

The Unemployment Insurance Agency (UIA) requires a systematic and sustained work search for each week you claim unemployment benefits. As a claimant, you must report your record of work search at least once a month using one of the following methods:

- Submit work search information on your MiWAM account.
- Submit Form UIA 1583, Monthly Record of Work Search, via mail or fax.
- Appear at a Michigan Works Agency location to file a work search form.

You must list at least two employers each week. The third employer contact is optional, but only **two employer contacts per week are required.**

Monetary Determination Calculations

[These are your base period quarterly wages as reported to the UIA by your employer(s):]

	Q3, 2013 Jul-Sep, 2013	Q2, 2013 Apr-Jun, 2013	Q1, 2013 Jan-Mar, 2013	Q4, 2012 Oct-Dec, 2012	Base Period Totals
CALO & SONS CONSTRUCTION INC	\$17,459.03	\$10,482.65	\$0.00	\$0.00	\$27,941.68
KRAKEN CRUSHED CONCRETE & RECYCLING LLC	\$0.00	\$1,078.75	\$0.00	\$0.00	\$1,078.75
LOUS SCRAP TRANSPORT INC	\$0.00	\$1,365.00	\$5,900.63	\$0.00	\$7,265.63
	\$17,459.03	\$12,926.40	\$5,900.63	\$0.00	\$36,286.06

Weekly Benefit Rate (WBA)

Your WBA is determined by multiplying your highest quarterly total of wages (\$17,459.03) by

UIA 1575C
(Rev. 04-13)

Letter ID: L0007394806

4.1% (715.82), adding \$6.00 per dependent (up to 5 dependents) and rounding down to the nearest dollar (\$362.00). The WBA maximum is \$362.00.

Number of Weeks

Your number of weeks allowed is determined by multiplying your total base period wages of (\$36,286.06) by 43% (15,603.01), then dividing by your WBA of \$362.00 (43.10) and finally rounding down to the nearest half week (20.00). The maximum number of weeks is 20.

Wage Messages

The wages earned in Q4 of 2012 cannot be used on this claim because they were used on a previous claim.

Wage Disagreement

If you disagree with the wages reported by your employer(s), or if the employer did not report wages for a quarter in which you worked, you must complete Form UIA 1718, *Claimant's Statement of Wages* (found on the Agency website or in the Claimant Handbook), and return it, along with proof of earnings (W-2, check stubs, employer printout, etc.) to the UIA at the address on the front of this letter.

Protest Rights

If you disagree with this determination and wish to protest, you must do so in writing through the mail or using your MiWAM account. If mailing in your protest, be sure to include your name, Social Security number and make sure you sign the protest. Be sure to clearly state the reason for disagreeing with the determination.

This determination becomes final unless your protest is received by the UIA no later than:

03/03/2014

The due date is 30 calendar days from the mail date shown on the first page.

If you protest this determination, protect your rights by continuing to certify for benefits with MARVIN or MARVIN Online. If you go back to work, report this fact when you certify.

Under provisions of the Michigan Employment Security (MES) Act, benefits (re)determined payable will be paid even though a protest may later be filed on the (re)determination. However, if a later redetermination or decision holds that you were not entitled to receive all or part of these benefits, you will be required to repay the benefits improperly received.

Customer Service

There are several ways to contact the UIA with questions regarding your claim.

- **Website:** www.michigan.gov/uiia. You can sign up for a web account with the UIA. This will allow you to choose or change your benefit payment method, use MARVIN Online, look at your benefit payment history, submit your claim question or problem for response by a customer service representative, respond to Agency inquiries, and access other services. Go to the website address and click on "Michigan Web Account Manager for Claimants and Employers".
- **Call Customer Service** at 1-866-500-0017, Monday - Friday, 8:00 a.m. to 4:30 p.m. Eastern Time, and select the option to speak to a Customer Service Representative. If you need a Spanish-speaking representative, hold until you are prompted to speak with a

UIA 1575C
(Rev. 04-13)

Letter ID: L0007394806

translator who can help you. If you are hearing impaired, TTY service is available at 1-866-366-0004.

- **FAX** your responses to Agency forms or correspondence to the FAX number on the form. Protests or any other correspondence should be faxed to 1-517-636-0427. Appeals should be faxed to 1-616-356-0739. Include your name, Social Security number, signature, and date on all correspondence. Retain a copy for yourself. Print and keep the confirmation that your FAX was received.
- **Mail** your responses to Agency forms or correspondence to the address on the form. Protests, appeals, or any other correspondence should be mailed to the Unemployment Insurance Agency at one of the addresses below. Include your name, Social Security number, signature, and date on all correspondence. Retain a copy for yourself.

Protests:

Unemployment Insurance Agency
P.O. Box 169
Grand Rapids, MI 49501-0169

Appeals only:

Unemployment Insurance Agency
P.O. Box 124
Grand Rapids, MI 49501-0124

- **Visit** a Problem Resolution Office (PRO) Monday through Friday, 8:00 a.m. until 4:00 p.m. (ET). Visit a UIA website and click on "Problem Resolution Offices - Need Help?" or call Customer Service to find the PRO closest to you.

UIA 1302
(Rev. 03-14)
Rick Snyder
GOVERNOR



State of Michigan
Talent Investment Agency
Unemployment Insurance
Michelle Beebe, Senior Deputy Director
3024 W Grand Blvd, Detroit, MI 48202
www.michigan.gov/uia



Authorized By
MCL 421.1 et seq.
Wanda Stokes
TIA Director



MICHAEL P HERSHEY
4645 PINEDALE AVE
CLARKSTON MI 48346-3754

Mail Date: August 28, 2017
Letter ID: L0039536029
MIN: 0598087936
Name: MICHAEL HERSHEY

Notice of Determination

SSN:	BYB:	January 27, 2013
Claimant: MICHAEL HERSHEY	Employer Number:	1569387 000
Original Mail Date: April 16, 2013	Employer Name:	LOU'S TRANSPORT INC

Section(s) of Michigan Employment Security Act involved: 29(1)(B).

YOU WERE TERMINATED FROM LOUS SCRAP TRANSPORTATION ON 1/25/2013 FOR VIOLATION OF COMPANY POLICY. THE EMPLOYER HAS NOT PROVIDED SUFFICIENT DOCUMENTATION TO ESTABLISH MISCONDUCT.

You are Not Disqualified for benefits under 29(1)(B) of the Michigan Employment Security Act.

If you disagree with this (re)determination, refer to "Protest Rights and Appeal Rights" on the reverse side of this form.



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UIA 1302
(Rev. 03-14)

Letter ID: L0039536029

Protest Rights and Appeal Rights

Any protest or appeal must be filed by mail, fax or web account and received within 30 calendar days from the date this notice was issued on the front side of form. If the 30th day is a Saturday, Sunday, legal holiday, or Agency non-work day, the protest or appeal must be received by the Unemployment Insurance Agency (UIA) by the end of the next day which is neither a Saturday, Sunday, legal holiday, nor Agency non-work day. If a protest or appeal is not received within 30 days, a decision will become final and restitution may be due and owing.

If you disagree with a determination and want to protest:

- You may mail, fax or submit an online response to the following: UIA, PO Box 169, Grand Rapids MI 49501-0169, fax to: (517) 636-0427, or through your web account at www.michigan.gov/uia.
- Protests must be **signed or verified** unless submitted through your online claim web account. However, the Agency may accept a protest that lacks a signature if the protest can be verified. The Agency will notify you.
- Attach copies of any documents, employer notices, correspondence, or other types of information that may clarify the issue you are protesting. Please retain the original documents for your files, as these documents will not be returned.
- All correspondence must have the claimant's name and Social Security Number, and the name of the employer (if applicable).
- If the 30-day protest period has already lapsed, your statement must indicate why your protest was not submitted on time.

If you disagree with a redetermination and want to appeal, request a hearing before an Administrative Law Judge:

- You may mail, fax, or submit an online response to the following: UIA, PO Box 124, Grand Rapids, MI 49501-0124, fax to: 1-816-356-0739, or through your web account at www.michigan.gov/uia.
- All written appeals must be **signed or verified**. However, the Agency may accept an appeal that lacks a signature if the appeal can be verified. The Agency will notify you.

IMPORTANT ADVOCACY INFORMATION: After you appeal your redetermination to the Administrative Law Judge, an Advocate may be able to assist you at the hearing. This service is free to claimants and employers. If you are interested in using an Advocate, once you have received your Notice of Hearing, call the Advocacy Program at 1-800-638-3994 and press Option 2. Provide the Advocate Representative with the Appeal Number from your Notice of Hearing form. Some restrictions in service may apply.

TO THE CLAIMANT: If you protest or appeal, protect your rights by continuing to certify for benefits. Report using MARVIN, either by telephone or via the Internet at www.michigan.gov/uia, and click on either heading, "UIA Online Services for Claimants", or "Certify With MARVIN Online" pending the redetermination or decision on your protest/appeal. If you go back to work, report this fact when you certify.

In accordance with the provisions of the 29(1)(B), benefits (re)determined payable in accordance with this (re)determination will be paid, even though a protest may be filed at a later date. **However, if a later redetermination or decision holds that you were not entitled to receive all or part of these benefits, you will be required to repay the benefits improperly received.**

If you have any questions, call the UIA at 1-866-500-0017 (TTY callers use 1-866-366-0004).

METHOD OF SATISFYING 13-WEEK AND 26-WEEK REQUALIFICATION: Disqualifications imposed for a 13-week or 26-week requalification period will be terminated when you complete the required period. You will be credited with a week of requalification for each week in which you:

1. Certify as directed and meet the same requirements that apply to claiming a benefit payment, or
2. Earn at least 1/13th of the minimum high quarter earnings required to establish a benefit year, rounded down to a full dollar amount. For a benefit year beginning 1/4/2009 and after, the amount is \$220.00.

To re-qualify by certifying, you must report using MARVIN, either by telephone OR via the Internet at www.michigan.gov/uia, and click on either heading "UIA Online Services for Claimants" or "Certify With MARVIN Online."



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UIA 1302
(Rev. 03-14)

Letter ID: L0039536029

METHOD OF SATISFYING A REWORK REQUIREMENT: A disqualification imposed for a voluntary quit can be terminated after you have worked and earned an amount equal to, or greater than, 12 times your weekly benefit amount. A disqualification imposed for a suspension or discharge for misconduct can be terminated after you have worked and earned an amount equal to, or greater than, 17 times your weekly benefit amount. The earnings must be with an employer liable under the 29(1)(B) or the unemployment compensation law of another state.

ELIGIBILITY FOR BENEFITS AFTER COMPLETION OF REQUALIFICATION OR REWORK: After the requalification or rework requirements are completed, the claimant may be eligible for benefits. If wages earned with the employer involved in the (re)determination fall within the base period of the claim, benefits may be paid to the claimant on the basis of such wages. However, if the requalification requirements are imposed due to a separation under Section 29(1)(h),(i),(j),(k), or (m) of the MES Act, the claimant is not entitled to benefits based on wages earned with the involved employer before the week of disqualification.

INTEREST: Interest accrues at the rate of 1% per month (computed on a daily basis), Section 15(a) of the MES Act.

PENALTIES: If it is determined that you intentionally made a false statement, misrepresented the facts or concealed material information to obtain benefits, then the penalty provisions of Sections 54 and 62(b) of the Michigan Employment Security Act will be applied and you will be subject to any or all of the following: You would have to repay money received and pay a penalty of two times (if less than \$500 of improper payments) or four times (if \$500 or more of improper payments) the amount of benefits fraudulently received. The two times penalty would be increased to a penalty of 4 times the amount of improper payments if it were a second or subsequent offense. Your benefits will be stopped and you will lose remaining benefits. You will be required to pay court costs (if prosecuted) and fines, face jail time, or you may be required to perform community service, or all of these. Intentional misrepresentation to obtain benefits in excess of \$3,500 is a felony and you may be prosecuted in criminal court.

This is a summary of a previously-mailed (re)determination for which there were protest/appeal rights and is being provided for informational purposes only.

This document is not subject to protest/appeal.

AGENCY STATEMENT OF REPRODUCTION OF CONTENT OF ORIGINAL (RE)DETERMINATIONS AND RECONSIDERATIONS

Effective October 1, 2013, the Unemployment Insurance Agency (Agency) converted from its old main frame system, known as 3270, to a new computer based system known as MiDAS (Michigan Integrated Data Automated System).

With the implementation of the new system, the Agency no longer has access to and is unable to reprint actual copies of certain determinations, redeterminations and reconsiderations involving claims for benefits that were originally generated in 3270. However, the exact information, including original mail date printed on the determination, redetermination, and reconsideration, used to generate the document was converted in the new system. Because that original information is stored in the system, for purposes of a hearing resulting from an appeal and/or collection purposes, the Agency is able to recreate a determination, redetermination or reconsideration duplicating the exact information, including original mail date shown on the original document.

For purposes of hearings on appeals and collections, where the original determination, redetermination or reconsideration was issued prior to October 1, 2013, the Agency certifies that the recreated document generated in MiDAS is a true and accurate reproduction of the original document upon which the protest or appeal was filed or which had become final.



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UIA 1302
(Rev. 03-14)

Letter ID: L0039536029

Spanish

¡IMPORTANTE! Este documento(s) contiene información importante sobre sus derechos, obligaciones y/o beneficios de compensación por desempleo. Es muy importante que usted entienda la información contenida en este documento.

INMEDIATAMENTE: Si necesita asistencia para traducir y entender la información contenida en el documento(s) que recibió, llame al 1-866-500-0017.

Mandarin

重要提示！

这份文件包含有关失业补偿的权利、责任和/或利益的重要信息。您需要理解本文件中的信息，这一点至关重要。立即：如果需要，请拨打1-866-500-0017，可获得帮助，以帮助您翻译和理解所收到的文件中的信息。

Albanian

1. **"E RËNDËSISHME!** Ky dokument (dokumente) përmban informacion të rëndësishëm mbi të drejtat, përgjegjësitë dhe/ose përfitimet tuaja nga kompensimi i papunësisë. Është shumë e rëndësishme që ta kuptoni informacionin në këtë dokument.
2. **MENJËHERË:** Nëse është e nevojshme, telefononi në numrin 1-866-500-0017 për t'ju ndihmuar me përkthimin dhe kuptimin e informacionit të dokumentit (dokumenteve) që keni marrë."

Arabic

أ. "هام! يحتوي هذا المستند (المستندات) على معلومات هامة عن حقوقك الخاصة بتعويضات البطالة، ومسؤولياتك وأمر مخصصاتك، ولذلك فمن المهم جدًا أن تفهم البيانات الواردة في هذا المستند.
على الفور: إذا كنت بحاجة إلى مساعدة اتصل بالرقم 1-866-500-0017 للحصول على مساعدة في ترجمة وفهم المعلومات الواردة في المستند (المستندات) التي تلقتها."

Bengali

"গুরুত্বপূর্ণ এই তথ্যপত্রে আপনার বেকার ভাতা অধিকার, দায়িত্ব এবং/অথবা সুবিধাগুলি সম্পর্কে গুরুত্বপূর্ণ সূচনা দেওয়া আছে। এটা গুরুত্বপূর্ণ যে, এই তথ্যপত্রে থাকা সূচনাগুলি আপনি ভালো করে বুঝে নেবেন।
অবিলম্বে: আপনি যে তথ্যপত্র(গুলি) পেয়েছেন এতে থাকা সূচনাগুলি বুঝা এবং অনুবাদের ক্ষেত্রে সাহায্য পেতে প্রয়োজনানুসারে 1-866-500-0017 নম্বরে কল করুন।"



TIA is an Equal Opportunity Employer/Program.

STEVEN A. WRIGHT, P.C.

Steven A. Wright **
Sandra L. Wright *
Amy D. Cornito

Attorneys and Counselors at Law
13854 Simone Drive
Shelby Township, Michigan 48315
www.sawpc.com

Telephone (586) 532-8560
Fax (586) 532-8571
* Also admitted in Illinois
* Also admitted in Florida

August 17, 2017

VIA CERTIFIED MAIL/RETURN RECEIPT

Michigan Unemployment Insurance Agency
3024 W. Grand Blvd.
Detroit, MI 48202

**RE: Lou's Transport, Inc. and T.K.M.S./Michael Hershey
Case No. 07-CA-102517**

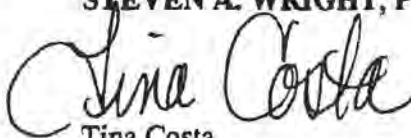
To Whom It May Concern:

Enclosed is a Subpoena Duces Tecum for documents. You do not have to appear at the National Labor Relations Board on September 6, 2017. The Subpoena is simply a request for documents to be provided to our office by September 6, 2017.

If you have any questions, please do not hesitate to contact our office.

Very truly yours,

STEVEN A. WRIGHT, P.C.



Tina Costa
Legal Assistant

TC/
Enclosure

RECEIVED
State of Michigan/UIA

FOIA Coordinator



STATE OF MICHIGAN

RICK SNYDER
GOVERNOR

TALENT INVESTMENT AGENCY
UNEMPLOYMENT INSURANCE AGENCY
MICHELLE BEEBE, UIA DIRECTOR

BRUCE NOLL
ACTING ASSISTANT
DIRECTOR

08/25/2017

Steven A. Wright, P.C.
Attn: Tina Costa
13854 Simone Drive
Shelby Township, MI 48315

Re: Michael Hershey/ Claimant
Lou's Transport, Inc., Employer

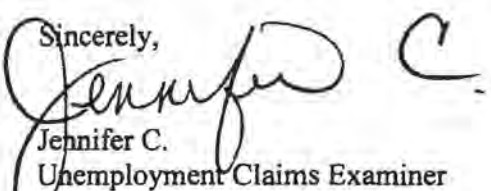
To Whom It May Concern:

I wish to inform you that MCL 421. 11(b) (1) (iii) provides:

"Except as provided in this act, the information and determination shall not be used in any action or proceeding before any court or administrative tribunal unless the commission is a party to or a complainant in the action or proceeding, or unless used for the prosecution of fraud, civil proceeding, or other legal proceeding in the programs indicated in subdivision (2)."

Enclosed is the requested information regarding the unemployment claim for Michael Hershey
If you need additional information, please feel free to contact our office.

Sincerely,


Jennifer C.
Unemployment Claims Examiner
1-517-241-1525
Enclosure(s)

NOTICE: Copies of unemployment insurance records disclosure to you from confidential government records. You are prohibited from making any further disclosure of this information unless further disclosure is expressly permitted by the written authorization of the person to whom it pertains, or as otherwise permitted by law.

RECEIVED AUG 31 2017

TIA is an equal opportunity employer
Auxiliary aids, services and other reasonable accommodations are available upon request to individuals with disabilities.
CADILLAC PLACE • 3024 W. GRAND BLVD. • DETROIT, MICHIGAN 48202
www.michigan.gov/tia

Spreadsheet 1 - Hershey Computation using actuals and quarterly for backpay

Year	Qtr	Reg Hrs.	OT Hrs.	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Hershey Regular Hours	Hershey OT Hours	Net Backpay	Interim Expenses (MBase)	Bonuses	Net Backpay & Expenses
2013	1	26.40	10.40		\$558.60	\$0.00	0.00	0.00	\$558.60	\$0.00	\$0.00	\$558.60
2013	2	513.88	279.41		\$12,408.83	\$12,847.02	488.50	207.75	-\$438.19	\$0.00	\$0.00	\$0.00
2013	3	536.00	367.78		\$15,177.15	\$17,682.15	517.00	348.75	-\$2,505.00	\$0.00	\$0.00	\$0.00
2013	4	532.76	241.275		\$12,534.36	\$14,479.32	479.00	227.25	-\$1,944.96	\$0.00	\$617.00	\$0.00
2014	1	468.76	62.26		\$7,997.21	\$4,842.33	233.50	8.75	\$3,154.88	\$0.00	\$0.00	\$3,154.88
2014	2	528.00	313.53		\$15,894.55	\$15,933.77	484.50	283.50	-\$39.22	\$0.00	\$0.00	\$0.00
2014	3	536.00	366.28		\$18,039.29	\$18,848.66	520.00	359.75	-\$809.37	\$0.00	\$0.00	\$0.00
2014	4	511.51	239.78		\$14,651.83	\$15,637.49	490.25	212.25	-\$985.66	\$0.00	\$2,700.00	\$1,714.34
2015	1	521.50	105.01		\$11,464.66	\$7,812.00	434.00	0.00	\$3,652.66	\$0.00	\$0.00	\$3,652.66
2015	2	520.75	242.25		\$14,472.74	\$15,689.25	499.25	248.25	-\$1,216.52	\$0.00	\$0.00	\$0.00
2015	3	532.00	316.66		\$16,833.83	\$19,579.64	520.00	376.50	-\$2,745.81	\$0.00	\$0.00	\$0.00
2015	4	515.63	197.89		\$13,608.79	\$15,955.60	494.00	205.50	-\$2,346.81	\$0.00	\$1,000.00	\$0.00
2016	1	432.38	41.63		\$8,288.32	\$13,988.68	503.75	103.75	-\$5,700.36	\$0.00	\$0.00	\$0.00
2016	2	535.63	263.40		\$15,589.73	\$10,776.53	508.00	63.50	\$4,813.20	\$0.00	\$950.00	\$5,763.20
2016	3	333.00	191.28		\$10,654.96	\$6,327.18	335.75	0.00	\$4,327.78	\$0.00	\$0.00	\$4,327.78
TOTALS		7,044.20	3,238.83		\$188,174.85	\$190,399.62	6,507.50	2,645.50	-\$2,224.77	\$0.00	\$5,267.00	\$19,171.45

Extra Reg. Hours Worked by Comparables

536.70

Add'l Pay Received by Hershey

\$2,224.77

Extra OT Hours Worked by Comparables

593.33

Total Extra Hours Worked

1,130.03

CONCLUSION: Hershey worked 1,130.03 hours less, yet made \$2,224.77 more. This is because his new jobs were always at a higher wage rate than his job at Lou's would have been



Spreadsheet 2 - Hershey Computation using actuals and quarterly for backpay and pay rate correction

Year	Qtr	Reg Hrs.	OT Hrs.	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Hershey Regular Hours	Hershey OT Hours	Net Backpay	Interim Expenses (Mileage)	Bonuses	Net Backpay & Expenses
2013	1	26.40	10.40		\$558.60	\$0.00	0.00	0.00	\$558.60	\$0.00	\$0.00	\$558.60
2013	2	513.88	279.41		\$12,408.83	\$12,847.02	488.50	207.75	-\$438.19	\$0.00	\$0.00	\$0.00
2013	3	536.00	367.78		\$15,177.15	\$17,682.15	517.00	348.75	-\$2,505.00	\$0.00	\$0.00	\$0.00
2013	4	532.76	241.275		\$12,534.36	\$14,479.32	479.00	227.25	-\$1,944.96	\$0.00	\$617.00	\$0.00
2014	1	468.76	62.26		\$7,997.21	\$4,842.33	233.50	8.75	\$3,154.88	\$0.00	\$0.00	\$3,154.88
2014	2	528.00	313.53		\$15,723.15	\$15,933.77	484.50	283.50	-\$210.62	\$0.00	\$0.00	\$0.00
2014	3	536.00	366.28		\$17,599.10	\$18,848.66	520.00	359.75	-\$1,249.56	\$0.00	\$0.00	\$0.00
2014	4	511.51	239.78		\$14,156.68	\$15,637.49	490.25	212.25	-\$1,480.82	\$0.00	\$2,700.00	\$1,219.19
2015	1	521.50	105.01		\$11,270.76	\$7,812.00	434.00	0.00	\$3,458.76	\$0.00	\$0.00	\$3,458.76
2015	2	520.75	242.25		\$14,367.03	\$15,689.25	499.25	248.25	-\$1,322.22	\$0.00	\$0.00	\$0.00
2015	3	532.00	316.66		\$16,833.83	\$19,579.64	520.00	376.50	-\$2,745.81	\$0.00	\$0.00	\$0.00
2015	4	515.63	197.89		\$13,608.79	\$15,955.60	494.00	205.50	-\$2,346.81	\$0.00	\$1,000.00	\$0.00
2016	1	432.38	41.63		\$8,288.32	\$13,988.68	503.75	103.75	-\$5,700.36	\$0.00	\$0.00	\$0.00
2016	2	535.63	263.40		\$15,589.73	\$10,776.53	508.00	63.50	\$4,813.20	\$0.00	\$950.00	\$5,763.20
2016	3	333.00	191.28		\$10,654.96	\$6,327.18	335.75	0.00	\$4,327.78	\$0.00	\$0.00	\$4,327.78
TOTALS		7,044.20	3,238.83		\$186,768.49	\$190,399.62	6,507.50	2,645.50	-\$3,631.13	\$0.00	\$5,267.00	\$18,482.40

Extra Reg. Hours Worked by Comparables

536.70

Add'l Pay Received by Hershey

\$3,631.13

Extra OT Hours Worked by Comparables

593.33

Total Extra Hours Worked

1,130.03

CONCLUSION: Hershey worked 1,130.03 hours less, yet made \$3,631.13 more. This is because his new jobs were always at a higher wage rate than his job at Lou's would have been.



Spreadsheet 3 - Hershey Computation using actuals and quarterly for backpay and pay rate correction and no first quarter work

Year	Qtr	Reg Hrs.	OT Hrs.	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Hershey Regular Hours	Hershey OT Hours	Net Backpay	Interim Expenses (Mileage)	Bonuses	Net Backpay & Expenses
2013	1	26.40	10.40		\$558.60	\$0.00	0.00	0.00	\$558.60	\$0.00	\$0.00	\$558.60
2013	2	513.88	279.41		\$12,408.83	\$12,847.02	488.50	207.75	-\$438.19	\$0.00	\$0.00	\$0.00
2013	3	536.00	367.78		\$15,177.15	\$17,682.15	517.00	348.75	-\$2,505.00	\$0.00	\$0.00	\$0.00
2013	4	532.76	241.275		\$12,534.36	\$14,479.32	479.00	227.25	-\$1,944.96	\$0.00	\$617.00	\$0.00
2014	1	0.00	0.00		\$0.00	\$4,842.33	233.50	8.75	-\$4,842.33	\$0.00	\$0.00	\$0.00
2014	2	528.00	313.53		\$15,723.15	\$15,933.77	484.50	283.50	-\$210.62	\$0.00	\$0.00	\$0.00
2014	3	536.00	366.28		\$17,599.10	\$18,848.66	520.00	359.75	-\$1,249.56	\$0.00	\$0.00	\$0.00
2014	4	511.51	239.78		\$14,156.68	\$15,637.49	490.25	212.25	-\$1,480.82	\$0.00	\$2,700.00	\$1,219.19
2015	1	0.00	0.00		\$0.00	\$7,812.00	434.00	0.00	-\$7,812.00	\$0.00	\$0.00	\$0.00
2015	2	520.75	242.25		\$14,367.03	\$15,689.25	499.25	248.25	-\$1,322.22	\$0.00	\$0.00	\$0.00
2015	3	532.00	316.66		\$16,833.83	\$19,579.64	520.00	376.50	-\$2,745.81	\$0.00	\$0.00	\$0.00
2015	4	515.63	197.89		\$13,608.79	\$15,955.60	494.00	205.50	-\$2,346.81	\$0.00	\$1,000.00	\$0.00
2016	1	432.38	41.63		\$8,288.32	\$13,988.68	503.75	103.75	-\$5,700.36	\$0.00	\$0.00	\$0.00
2016	2	535.63	263.40		\$15,589.73	\$10,776.53	508.00	63.50	\$4,813.20	\$0.00	\$950.00	\$5,763.20
2016	3	333.00	191.28		\$10,654.96	\$6,327.18	335.75	0.00	\$4,327.78	\$0.00	\$0.00	\$4,327.78
TOTALS		6,053.94	3,071.57		\$167,500.52	\$190,399.62	6,507.50	2,645.50	-\$22,899.10	\$0.00	\$5,267.00	\$11,868.76

Extra Reg. Hours Worked by Comparables

-453.56

Add'l Pay Received by Hershey

\$22,899.10

Extra OT Hours Worked by Comparables

426.07

Total Extra Hours Worked

-27.49

CONCLUSION: Hershey worked 27.49 hours more, yet made \$22,899.10 more. This is a rate of \$833 per hour.



Copy B-To Be Filed With Employee's Federal Tax Return.		41-0852411 OMB No. 1545-0008	
a Employee's soc. sec. no.	1 Wages, tips, other comp. 1078.75	2 Federal income tax withheld 15.89	
b Employer ID number (EIN)	3 Social security wages 1078.75	4 Social security tax withheld 66.88	
	5 Medicare wages and tips 1078.75	6 Medicare tax withheld 15.64	
c Employer's name, address, and ZIP code KRAKEN CRUSHED CONCRETE & RECYCLING, LLC P.O. BOX 530563 LIVONIA MI 48153			
d Control number 14			
e Employee's name, address, and ZIP code MICHAEL P. HERSHEY 2472 GERMAN DR LAKE ORION MI 48360			
7 Social security tips	8 Allocated tips	9	
10 Dependent care benefits	11 Nonqualified plans	12a Code	
13 Statutory employee	14 Other	12b Code	
Retirement plan		12c Code	
Third-party sick pay		12d Code	
MI 27-5036185	1078.75	8.39	
15 State Employer's state ID number	16 State wages, tips, etc.	17 State income tax	
18 Local wages, tips, etc.	19 Local income tax	20 Locality name	

Form W-2 Wage and Tax Statement **2013** Dept. of the Treasury -- IRS
This information is being furnished to the Internal Revenue Service.

Copy 2-To Be Filed With Employee's State, City, or Local Income Tax Return.		41-0852411 OMB No. 1545-0008	
a Employee's soc. sec. no.	1 Wages, tips, other comp. 1078.75	2 Federal income tax withheld 15.89	
b Employer ID number (EIN)	3 Social security wages 1078.75	4 Social security tax withheld 66.88	
	5 Medicare wages and tips 1078.75	6 Medicare tax withheld 15.64	
c Employer's name, address, and ZIP code KRAKEN CRUSHED CONCRETE & RECYCLING, LLC P.O. BOX 530563 LIVONIA MI 48153			
d Control number 14			
e Employee's name, address, and ZIP code MICHAEL P. HERSHEY 2472 GERMAN DR LAKE ORION MI 48360			
7 Social security tips	8 Allocated tips	9	
10 Dependent care benefits	11 Nonqualified plans	12a Code	
13 Statutory employee	14 Other	12b Code	
Retirement plan		12c Code	
Third-party sick pay		12d Code	
MI 27-5036185	1078.75	8.39	
15 State Employer's state ID number	16 State wages, tips, etc.	17 State income tax	
18 Local wages, tips, etc.	19 Local income tax	20 Locality name	

Form W-2 Wage and Tax Statement **2013** Dept. of the Treasury -- IRS
DAA

Copy C-For EMPLOYEE'S RECORDS (See Notice to Employees on the back of Copy B.)		41-0852411 OMB No. 1545-0008	
a Employee's soc. sec. no.	1 Wages, tips, other comp. 1078.75	2 Federal income tax withheld 15.89	
b Employer ID number (EIN)	3 Social security wages 1078.75	4 Social security tax withheld 66.88	
	5 Medicare wages and tips 1078.75	6 Medicare tax withheld 15.64	
c Employer's name, address, and ZIP code KRAKEN CRUSHED CONCRETE & RECYCLING, LLC P.O. BOX 530563 LIVONIA MI 48153			
d Control number 14			
e Employee's name, address, and ZIP code MICHAEL P. HERSHEY 2472 GERMAN DR LAKE ORION MI 48360			
7 Social security tips	8 Allocated tips	9	
10 Dependent care benefits	11 Nonqualified plans	12a Code	
13 Statutory employee	14 Other	12b Code	
Retirement plan		12c Code	
Third-party sick pay		12d Code	
MI 27-5036185	1078.75	8.39	
15 State Employer's state ID number	16 State wages, tips, etc.	17 State income tax	
18 Local wages, tips, etc.	19 Local income tax	20 Locality name	

Form W-2 Wage and Tax Statement **2013** Dept. of the Treasury -- IRS
This information is being furnished to the IRS. If you are required to file a tax return, a negligence penalty or other penalty may be imposed on you if this income is taxable and you fail to report it.

Copy 2-To Be Filed With Employee's State, City, or Local Income Tax Return.		41-0852411 OMB No. 1545-0008	
a Employee's soc. sec. no.	1 Wages, tips, other comp. 1078.75	2 Federal income tax withheld 15.89	
b Employer ID number (EIN)	3 Social security wages 1078.75	4 Social security tax withheld 66.88	
	5 Medicare wages and tips 1078.75	6 Medicare tax withheld 15.64	
c Employer's name, address, and ZIP code KRAKEN CRUSHED CONCRETE & RECYCLING, LLC P.O. BOX 530563 LIVONIA MI 48153			
d Control number 14			
e Employee's name, address, and ZIP code MICHAEL P. HERSHEY 2472 GERMAN DR LAKE ORION MI 48360			
7 Social security tips	8 Allocated tips	9	
10 Dependent care benefits	11 Nonqualified plans	12a Code	
13 Statutory employee	14 Other	12b Code	
Retirement plan		12c Code	
Third-party sick pay		12d Code	
MI 27-5036185	1078.75	8.39	
15 State Employer's state ID number	16 State wages, tips, etc.	17 State income tax	
18 Local wages, tips, etc.	19 Local income tax	20 Locality name	

EXHIBIT

tabbies

2013 Dept. of the Treasury -- IRS

18
 Michael P Hershey
 2472 German Dr
 Lake Orion, MI 48360

5352

Check date: 04/12/2013

Period beg.:

Period end: 04/05/2013

* First Check

Description	Hours	Pay Rate	Amount	Deductions	Amount
Gross Pay #1	40.00	10.0000	400.00	FICA-SS W/H	31.08
Overtime	0.00		101.25	FICA-Med W/H	7.27
Bonus	0.00		0.00	Federal W/H	15.89
				State W/H	8.39
Totals	40.00	6.75	501.25		62.63
Net Pay					438.62

04/12/2013

Four Hundred Thirty-eight And 62/100 Dollars***

\$ 438.62

Michael P Hershey
 2472 German Dr
 Lake Orion, MI 48360

Michael P Hershey
 2472 German Dr

Year to Date

Description	Hours	Amount	Deductions	Amount
Gross Pay #1	40.00	400.00	FICA-SS W/H	31.08
Overtime	0.00	101.25	FICA-Med W/H	7.27
Bonus	0.00	0.00	Federal W/H	15.89
			State W/H	8.39
Totals	40.00	6.75	501.25	62.63
Net Pay				438.62

KRAKEN CRUSHED CONCRETE & F P.O. BOX 530563
 LIVONIA, MI 48153

18		Michael P Hershey 2472 German Dr Lake Orion, MI 48360		5352	Check date: 04/19/2013 Period beg.: Period end: 04/12/2013	
Description	Hours	Pay Rate	Amount	Deductions	Amount	
Gross Pay #1	21.50	10.0000	215.00	FICA-SS W/H	13.32	
Overtime	0.00		0.00	FICA-Med W/H	3.12	
Bonus	0.00		0.00	Federal W/H	0.00	
				State W/H	0.00	
Totals	21.50	0.00	0.00	215.00	16.44	
Net Pay					198.56	

04/19/2013

\$ 198.56

One Hundred Ninety-eight And 56/100 Dollars***

Michael P Hershey
2472 German Dr
Lake Orion, MI 48360

Michael P Hershey
2472 German Dr

Year to Date

Description	Hours	Amount	Deductions	Amount
Gross Pay #1	61.50	615.00	FICA-SS W/H	44.40
Overtime	0.00	101.25	FICA-Med W/H	10.39
Bonus	0.00	0.00	Federal W/H	15.89
			State W/H	8.39
Totals	61.50	6.75	0.00	716.25
Net Pay				79.07
KRAKEN CRUSHED CONCRETE & F P.O. BOX 530563 LIVONIA, MI 48153				637.18

18 Michael P Hershey
2472 German Dr
Lake Orion, MI 48360

5352

Check date: 04/26/2013

Period beg.:

Period end: 04/19/2013

Description	Hours	Pay Rate	Amount	Deductions	Amount
Gross Pay #1	25.50	10.0000	255.00	FICA-SS W/H	15.82
Overtime	0.00		0.00	FICA-Med W/H	3.69
Bonus	0.00		0.00	Federal W/H	0.00
				State W/H	0.00
Totals	25.50	0.00 0.00	255.00		19.51
Net Pay					235.49

04/26/2013

\$ 235.49

Two Hundred Thirty-five And 49/100 Dollars***

Michael P Hershey
2472 German Dr
Lake Orion, MI 48360

Michael P Hershey
2472 German Dr

Year to Date

Description	Hours	Amount	Deductions	Amount
Gross Pay #1	87.00	870.00	FICA-SS W/H	60.22
Overtime	0.00	101.25	FICA-Med W/H	14.08
Bonus	0.00	0.00	Federal W/H	15.89
			State W/H	8.39
Totals	87.00 6.75 0.00	971.25		98.58
Net Pay				872.67

KRAKEN CRUSHED CONCRETE & F P.O. BOX 530563
LIVONIA, MI 48153

18 Michael P Hershey
2472 German Dr
Lake Orion, MI 48360

5352

Check date: 05/03/2013

Period beg.:

* Last Check
Period end: 04/26/2013

Description	Hours	Pay Rate	Amount	Deductions	Amount
Gross Pay #1	10.75	10.0000	107.50	FICA-SS W/H	6.66
Overtime	0.00		0.00	FICA-Med W/H	1.56
Bonus	0.00		0.00	Federal W/H	0.00
				State W/H	0.00
Totals	10.75	0.00	0.00		8.22
					Net Pay 99.28

05/03/2013

Ninety-nine And 28/100 Dollars*** \$ 99.28

Michael P Hershey
2472 German Dr
Lake Orion, MI 48360

Michael P Hershey
2472 German Dr

Year to Date

Description	Hours	Amount	Deductions	Amount
Gross Pay #1	97.75	977.50	FICA-SS W/H	66.88
Overtime	0.00	101.25	FICA-Med W/H	15.64
Bonus	0.00	0.00	Federal W/H	15.89
			State W/H	8.39
Totals	97.75	6.75	0.00	1,078.75
				Net Pay 106.80
				Net Pay 971.95

KRAKEN CRUSHED CONCRETE & F P.O. BOX 530563
LIVONIA, MI 48153

Copy B-To Be Filed With Employee's Federal Tax Return.		41-0852411 OMB No. 1545-0008	
a Employee's soc. sec. no.	1 Wages, tips, other comp. 43929.75	2 Federal income tax withheld 3508.47	
b Employer ID number (EIN)	3 Social security wages 43929.75	4 Social security tax withheld 2723.64	
	5 Medicare wages and tips 43929.75	6 Medicare tax withheld 636.98	
c Employer's name, address, and ZIP code CALO & SONS CONSTRUCTION, INC. PO BOX 530563 LIVONIA MI 48153			
d Control number 27			
e Employee's name, address, and ZIP code MICHAEL P. HERSHEY 2472 GEMIN DR. LAKE ORION MI 48360			
7 Social security tips	8 Allocated tips	9	
10 Dependent care benefits	11 Nonqualified plans	12a Code D 1585.60	
13 Statutory employee	14 Other	12b Code	
Retirement plan X		12c Code	
Third-party sick pay		12d Code	
MI 38-3458672	43929.75	1383.17	
15 State Employer's state ID number	16 State wages, tips, etc.	17 State income tax	
18 Local wages, tips, etc.	19 Local income tax	20 Locality name	

Form W-2 Wage and Tax Statement **2013** Dept. of the Treasury - IRS
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DAA

Copy 2-To Be Filed With Employee's State, City, or Local Income Tax Return.		41-0852411 OMB No. 1545-0008	
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Retirement plan X		12c Code	
Third-party sick pay		12d Code	
MI 38-3458672	43929.75	1383.17	
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18 Local wages, tips, etc.	19 Local income tax	20 Locality name	

Form W-2 Wage and Tax Statement **2013** Dept. of the Treasury - IRS
DAA

Copy C-For EMPLOYEE'S RECORDS (See Notice to Employee on the back of Copy B.)		41-0852411 OMB No. 1545-0008	
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b Employer ID number (EIN)	3 Social security wages 43929.75	4 Social security tax withheld 2723.64	
	5 Medicare wages and tips 43929.75	6 Medicare tax withheld 636.98	
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d Control number 27			
e Employee's name, address, and ZIP code MICHAEL P. HERSHEY 2472 GEMIN DR. LAKE ORION MI 48360			
7 Social security tips	8 Allocated tips	9	
10 Dependent care benefits	11 Nonqualified plans	12a Code D 1585.60	
13 Statutory employee	14 Other	12b Code	
Retirement plan X		12c Code	
Third-party sick pay		12d Code	
38-3458672	43929.75	1383.17	
15 State Employer's state ID number	16 State wages, tips, etc.	17 State income tax	
18 Local wages, tips, etc.	19 Local income tax	20 Locality name	

Form W-2 Wage and Tax Statement **2013** Dept. of the Treasury - IRS
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DAA

Copy 2-To Be Filed With Employee's State, City, or Local Income Tax Return.		41-0852411 OMB No. 1545-0008	
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b Employer ID number (EIN)	3 Social security wages 43929.75	4 Social security tax withheld 2723.64	
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d Control number 27			
e Employee's name, address, and ZIP code MICHAEL P. HERSHEY 2472 GEMIN DR. LAKE ORION MI 48360			
7 Social security tips	8 Allocated tips	9	
10 Dependent care benefits	11 Nonqualified plans	12a Code D 1585.60	
13 Statutory employee	14 Other	12b Code	
Retirement plan X		12c Code	
Third-party sick pay		12d Code	
MI 38-3458672	43929.75	1383.17	
15 State Employer's state ID number	16 State wages, tips, etc.	17 State income tax	
18 Local wages, tips, etc.	19 Local income tax	20 Locality name	

2013 Dept. of the Treasury - IRS

135 Michael P Hershey
2472 Gemin Dr.
Lake Orion, MI 48360

5352

*First CK

Check date: 05/03/2013

Period beg.:

Period end: 04/26/2013

Description	Hours	Pay Rate	Amount	Deductions	Amount
Gross Pay #1	30.75	17.0000	522.75	FICA-SS W/H	32.41
Overtime	0.00		0.00	FICA-Med W/H	7.58
Bonus	0.00		0.00	Federal W/H	6.31
				State W/H	9.30
Totals	30.75	0.00 0.00	522.75		55.60
Net Pay					467.15

05/03/2013

Four Hundred Sixty-seven And 15/100 Dollars***

\$ 467.15

Michael P Hershey
2472 Gemin Dr.
Lake Orion, MI 48360

Michael P Hershey
2472 Gemin Dr.

Year to Date

Description	Hours	Amount	Deductions	Amount
Gross Pay #1	30.75	522.75	FICA-SS W/H	32.41
Overtime	0.00	0.00	FICA-Med W/H	7.58
Bonus	0.00	0.00	Federal W/H	6.31
			State W/H	9.30
Totals	30.75	0.00 0.00	522.75	55.60
Net Pay				467.15

CALO & SONS CONSTRUCTION, IN PO BOX 530563
LIVONIA, MI 48153

135 Michael P Hershey
2472 Gemin Dr.
Lake Orion, MI 48360

5352

Check date: 05/10/2013

Period beg.:

Period end: 05/03/2013

Description	Hours	Pay Rate	Amount	Deductions	Amount
Gross Pay #1	40.00	17.0000	680.00	FICA-SS W/H	87.22
Overtime	0.00		726.75	FICA-Med W/H	20.40
Bonus	0.00		0.00	Federal W/H	124.91
				State W/H	46.87
				MISC DEDUCTIONS	50.00
Totals	40.00	28.50	0.00		329.40
			1,406.75		
				Net Pay	1,077.35

05/10/2013

\$ 1,077.35

One Thousand Seventy-seven And 35/100 Dollars***

Michael P Hershey
2472 Gemin Dr.
Lake Orion, MI 48360

Michael P Hershey
2472 Gemin Dr.

Year to Date

Description	Hours	Amount	Deductions	Amount
Gross Pay #1	70.75	1,202.75	FICA-SS W/H	119.83
Overtime	0.00	726.75	FICA-Med W/H	27.98
Bonus	0.00	0.00	Federal W/H	131.22
			State W/H	56.17
			MISC DEDUCTIONS	50.00
Totals	70.75	28.50	0.00	385.00
		1,929.50		
			Net Pay	1,544.50

CALO & SONS CONSTRUCTION, IN PO BOX 530583
LIVONIA, MI 48153

135 Michael P Hershey
2472 Gemin Dr.
Lake Orion, MI 48360

5352

Check date: 05/17/2013

Period beg.:

Period end: 05/10/2013

Description	Hours	Pay Rate	Amount	Deductions	Amount
Gross Pay #1	40.00	17.0000	680.00	FICA-SS W/H	93.93
Overtime	0.00		835.13	FICA-Med W/H	21.97
Bonus	0.00		0.00	Federal W/H	141.16
				State W/H	51.48
				MISC DEDUCTIONS	50.00
Totals	40.00	32.75	0.00	1,515.13	358.54
					Net Pay 1,156.59

05/17/2013

Eleven Hundred Fifty-six And 59/100 Dollars***

\$ 1,156.59

Michael P Hershey
2472 Gemin Dr.
Lake Orion, MI 48360

Michael P Hershey
2472 Gemin Dr.

Year to Date

Description	Hours	Amount	Deductions	Amount
Gross Pay #1	110.75	1,882.75	FICA-SS W/H	213.56
Overtime	0.00	1,561.88	FICA-Med W/H	49.95
Bonus	0.00	0.00	Federal W/H	272.38
			State W/H	107.85
			MISC DEDUCTIONS	100.00
Totals	110.75	61.25	0.00	3,444.63
				Net Pay 743.54
CALO & SONS CONSTRUCTION, IN PO BOX 530563				Net Pay 2,701.09
LIVONIA, MI 48153				

135 Michael P Hershey
2472 Gemin Dr.
Lake Orion, MI 48360

5352

Check date: 05/24/2013

Period beg.:

Period end: 05/17/2013

Description	Hours	Pay Rate	Amount	Deductions	Amount
Gross Pay #1	40.00	17.0000	680.00	FICA-SS W/H	86.83
Overtime	0.00		720.38	FICA-Med W/H	20.30
Bonus	0.00		0.00	Federal W/H	123.96
				State W/H	46.60
				MISC DEDUCTIONS	50.00
Totals	40.00	28.25	0.00		327.68
			1,400.38		
				Net Pay	1,072.70

05/24/2013

One Thousand Seventy-two And 70/100 Dollars***

\$ 1,072.70

Michael P Hershey
2472 Gemin Dr.
Lake Orion, MI 48360

Michael P Hershey
2472 Gemin Dr.

Year to Date

Description	Hours	Amount	Deductions	Amount
Gross Pay #1	150.75	2,562.75	FICA-SS W/H	300.39
Overtime	0.00	2,282.26	FICA-Med W/H	70.25
Bonus	0.00	0.00	Federal W/H	396.33
			State W/H	154.25
			MISC DEDUCTIONS	150.00
Totals	150.75	89.50	0.00	4,845.01
				1,071.22
			Net Pay	3,773.79

CALO & SONS CONSTRUCTION, IN PO BOX 530563
LIVONIA, MI 48153

135 Michael P Hershey
2472 Gemin Dr.
Lake Orion, MI 48360

5352

Check date: 05/31/2013

Period beg.:

Period end: 05/24/2013

Description	Hours	Pay Rate	Amount	Deductions	Amount
Gross Pay #1	40.00	17.0000	680.00	FICA-SS W/H	69.43
Overtime	0.00		439.88	FICA-Med W/H	16.24
Bonus	0.00		0.00	Federal W/H	81.88
				State W/H	34.68
				MISC DEDUCTIONS	50.00
Totals	40.00	17.25	0.00		252.23
			1,119.88		
				Net Pay	867.65

05/31/2013

\$ 867.65

Eight Hundred Sixty-seven And 65/100 Dollars***

Michael P Hershey
2472 Gemin Dr.
Lake Orion, MI 48360

Michael P Hershey
2472 Gemin Dr.

Year to Date

Description	Hours	Amount	Deductions	Amount
Gross Pay #1	190.75	3,242.75	FICA-SS W/H	369.82
Overtime	0.00	2,722.14	FICA-Med W/H	86.49
Bonus	0.00	0.00	Federal W/H	478.21
			State W/H	188.93
			MISC DEDUCTIONS	200.00
Totals	190.75	108.75	0.00	5,964.89
				1,323.45
CALO & SONS CONSTRUCTION, IN PO BOX 530563				Net Pay
LIVONIA, MI 48153				4,641.44

CALO & SONS CONSTRUCTION, IN PO BOX 530563
LIVONIA, MI 48153

135
Michael P Hershey
2472 Gemin Dr.
Lake Orion, MI 48360

5352

Check date: 06/07/2013

Period beg.:

Period end: 05/31/2013

Description	Hours	Pay Rate	Amount	Deductions	Amount
Gross Pay #1	40.00	17.0000	680.00	FICA-SS W/H	48.49
Overtime	0.00		102.00	FICA-Med W/H	11.34
Bonus	0.00		0.00	Federal W/H	32.24
				State W/H	20.32
				MISC DEDUCTIONS	50.00
Totals	40.00	4.00	0.00	782.00	162.39
				Net Pay	619.61

06/07/2013

Six Hundred Nineteen And 61/100 Dollars***

\$ 619.61

Michael P Hershey
2472 Gemin Dr.
Lake Orion, MI 48360

Michael P Hershey
2472 Gemin Dr.

Year to Date

Description	Hours	Amount	Deductions	Amount
Gross Pay #1	230.75	3,922.75	FICA-SS W/H	418.31
Overtime	0.00	2,824.14	FICA-Med W/H	97.83
Bonus	0.00	0.00	Federal W/H	510.45
			State W/H	209.25
			MISC DEDUCTIONS	250.00
Totals	230.75	110.75	0.00	6,746.89
			Net Pay	1,485.84
CALO & SONS CONSTRUCTION, IN	PO BOX 530563			5,261.05
	LIVONIA, MI 48153			

135 Michael P Hershey
2472 Gemin Dr.
Lake Orion, MI 48360

5352

Check date: 06/14/2013

Period beg.:

Period end: 06/07/2013

Description	Hours	Pay Rate	Amount	Deductions	Amount
Gross Pay #1	40.00	17.0000	680.00	FICA-SS W/H	86.03
Overtime	0.00		707.63	FICA-Med W/H	20.12
Bonus	0.00		0.00	Federal W/H	122.04
				State W/H	46.06
				MISC DEDUCTIONS	50.00
Totals	40.00	27.75	0.00		324.25
			1,387.63		
				Net Pay	1,063.38

06/14/2013

One Thousand Sixty-three And 38/100 Dollars***

\$ 1,063.38

Michael P Hershey
2472 Gemin Dr.
Lake Orion, MI 48360

Michael P Hershey
2472 Gemin Dr.

Year to Date

Description	Hours	Amount	Deductions	Amount
Gross Pay #1	270.75	4,602.75	FICA-SS W/H	504.34
Overtime	0.00	3,531.77	FICA-Med W/H	117.95
Bonus	0.00	0.00	Federal W/H	832.49
			State W/H	255.31
			MISC DEDUCTIONS	300.00
Totals	270.75	138.50	0.00	8,134.52
				1,610.09
CALO & SONS CONSTRUCTION, IN	PO BOX 530583		Net Pay	6,324.43
	LIVONIA, MI 48153			

135 Michael P Hershey
2472 Gemin Dr.
Lake Orion, MI 48360

5352

Check date: 06/21/2013

Period beg.:

Period end: 06/14/2013

Description	Hours	Pay Rate	Amount	Deductions	Amount
Gross Pay #1	40.00	17.0000	680.00	FICA-SS W/H	49.67
Overtime	0.00		121.13	FICA-Med W/H	11.62
Bonus	0.00		0.00	Federal W/H	34.15
				State W/H	21.13
				MISC DEDUCTIONS	50.00
Totals	40.00	4.75 0.00	801.13		166.57
				Net Pay	634.56

06/21/2013

\$ 634.56

Six Hundred Thirty-four And 56/100 Dollars***

Michael P Hershey
2472 Gemin Dr.
Lake Orion, MI 48360

Michael P Hershey
2472 Gemin Dr.

Year to Date

Description	Hours	Amount	Deductions	Amount
Gross Pay #1	310.75	5,282.75	FICA-SS W/H	554.01
Overtime	0.00	3,652.90	FICA-Med W/H	129.57
Bonus	0.00	0.00	Federal W/H	666.64
			State W/H	276.44
			MISC DEDUCTIONS	350.00
Totals	310.75	143.25 0.00	8,935.65	1,976.66
CALO & SONS CONSTRUCTION, IN	PO BOX 530563		Net Pay	6,958.99
	LIVONIA, MI 48153			

135 Michael P Hershey
2472 Gemin Dr.
Lake Orion, MI 48360

5352

Check date: 06/28/2013

Period beg.:

Period end: 06/21/2013

Description	Hours	Pay Rate	Amount	Deductions	Amount
Gross Pay #1	40.00	17.0000	680.00	FICA-SS W/H	95.91
Overtime	0.00		867.00	FICA-Med W/H	22.43
Bonus	0.00		0.00	Federal W/H	145.94
				State W/H	52.83
				MISC DEDUCTIONS	50.00
Totals	40.00	34.00	0.00	1,547.00	367.11
					Net Pay 1,179.89

06/28/2013

\$ 1,179.89

Eleven Hundred Seventy-nine And 89/100 Dollars***

Michael P Hershey
2472 Gemin Dr.
Lake Orion, MI 48360

Michael P Hershey
2472 Gemin Dr.

Year to Date

Description	Hours	Amount	Deductions	Amount
Gross Pay #1	350.75	5,982.75	FICA-SS W/H	649.92
Overtime	0.00	4,519.90	FICA-Med W/H	152.00
Bonus	0.00	0.00	Federal W/H	812.58
			State W/H	329.27
			MISC DEDUCTIONS	400.00
Totals	350.75	177.25	0.00	10,482.65
				Net Pay 2,343.77
				Net Pay 8,138.88

CALO & SONS CONSTRUCTION, IN PO BOX 530583
LIVONIA, MI 48153

135
 Michael P Hershey
 2472 Gemin Dr.
 Lake Orion, MI 48360

5352

Check date: 07/05/2013

Period beg.:

Period end: 06/28/2013

Description	Hours	Pay Rate	Amount	Deductions	Amount
Gross Pay #1	40.00	17.0000	680.00	FICA-SS W/H	79.71
Overtime	0.00		605.63	FICA-Med W/H	18.64
Bonus	0.00		0.00	Federal W/H	106.74
				State W/H	41.73
				MISC DEDUCTIONS	50.00
Totals	40.00	23.75	0.00	1,285.63	296.82
					Net Pay
					988.81

07/05/2013

Nine Hundred Eighty-eight And 81/100 Dollars***

\$ 988.81

Michael P Hershey
 2472 Gemin Dr.
 Lake Orion, MI 48360

Michael P Hershey
 2472 Gemin Dr.

Year to Date

Description	Hours	Amount	Deductions	Amount
Gross Pay #1	390.75	6,642.75	FICA-SS W/H	729.63
Overtime	0.00	5,125.53	FICA-Med W/H	170.64
Bonus	0.00	0.00	Federal W/H	919.32
			State W/H	371.00
			MISC DEDUCTIONS	450.00
Totals	390.75	201.00	0.00	11,768.28
				Net Pay
				9,127.69

CALO & SONS CONSTRUCTION, IN PO BOX 530563
 LIVONIA, MI 48153

135 Michael P Hershey
2472 Gemin Dr.
Lake Orion, MI 48360

5352

Check date: 07/12/2013

Period beg.:

Period end: 07/05/2013

Description	Hours	Pay Rate	Amount	Deductions	Amount
Gross Pay #1	24.75	17.0000	420.75	FICA-SS W/H	28.09
Overtime	0.00		0.00	FICA-Med W/H	6.10
Bonus	0.00		0.00	Federal W/H	0.00
				State W/H	4.97
				MISC DEDUCTIONS	50.00
Totals	24.75	0.00	0.00		87.16
			420.75		
				Net Pay	333.59

07/12/2013

Three Hundred Thirty-three And 59/100 Dollars***

\$ 333.59

Michael P Hershey
2472 Gemin Dr.
Lake Orion, MI 48360

Michael P Hershey

2472 Gemin Dr.

Year to Date

Description	Hours	Amount	Deductions	Amount
Gross Pay #1	415.50	7,063.50	FICA-SS W/H	755.72
Overtime	0.00	5,125.53	FICA-Med W/H	176.74
Bonus	0.00	0.00	Federal W/H	919.32
			State W/H	375.97
			MISC DEDUCTIONS	500.00
<hr/>				
Totals	415.50	201.00	0.00	12,189.03
				<hr/>
CALO & SONS CONSTRUCTION, IN PO BOX 530563				Net Pay
LIVONIA, MI 48153				9,461.28

CALO & SONS CONSTRUCTION, IN PO BOX 530563
LIVONIA, MI 48153

135 Michael P Hershey
2472 Gemin Dr.
Lake Orion, MI 48360

5352

Check date: 07/19/2013

Period beg.:

Period end: 07/12/2013

Description	Hours	Pay Rate	Amount	Deductions	Amount
Gross Pay #1	12.25	17.0000	208.25	FICA-SS W/H	12.91
Overtime	0.00		0.00	FICA-Med W/H	3.02
Bonus	0.00		0.00	Federal W/H	0.00
				State W/H	0.00
				MISC DEDUCTIONS	0.00
Totals	12.25	0.00	0.00		15.93
			208.25		
				Net Pay	192.32

+ 40 Reg + 35.25 OT ?

07/19/2013

\$ 192.32

One Hundred Ninety-two And 32/100 Dollars***

Michael P Hershey
2472 Gemin Dr
Lake Orion, MI 48360

Michael P Hershey
2472 Gemin Dr.

Year to Date

Description	Hours	Amount	Deductions	Amount
Gross Pay #1	467.75	7,951.75	FICA-SS W/H	866.53
Overtime	0.00	8,024.41	FICA-Med W/H	202.65
Bonus	0.00	0.00	Federal W/H	1,070.05
			State W/H	430.16
			MISC DEDUCTIONS	550.00
<hr/>				
Totals	467.75	236.25	0.00	13,976.16
				3,119.39
CALO & SONS CONSTRUCTION, IN PO BOX 530563				Net Pay
LIVONIA, MI 48153				10,856.77

<12,189.03>
1,787.13

135
 Michael P Hershey
 2472 Gemin Dr.
 Lake Orion, MI 48360

5352

Check date: 07/26/2013

Period beg.:

Period end: 07/19/2013

Description	Hours	Pay Rate	Amount	Deductions	Amount
Gross Pay #1	40.00	17.0000	680.00	FICA-SS W/H	79.31
Overtime	0.00		599.25	FICA-Med W/H	18.55
Bonus	0.00		0.00	Federal W/H	105.78
				State W/H	41.45
				MISC DEDUCTIONS	50.00
Totals	40.00	23.50	0.00	1,279.25	295.09
				Net Pay	984.16

07/26/2013

\$ 984.16

Nine Hundred Eighty-four And 16/100 Dollars***

Michael P Hershey
 2472 Gemin Dr.
 Lake Orion, MI 48360

Michael P Hershey
 2472 Gemin Dr.

Year to Date

Description	Hours	Amount	Deductions	Amount
Gross Pay #1	507.75	8,631.75	FICA-SS W/H	945.84
Overtime	0.00	8,623.66	FICA-Med W/H	221.20
Bonus	0.00	0.00	Federal W/H	1,175.83
			State W/H	471.61
			MISC DEDUCTIONS	600.00
Totals	507.75	259.75	0.00	15,255.41
			Net Pay	3,414.48

CALO & SONS CONSTRUCTION, IN PO BOX 530563
 LIVONIA, MI 48153

135		Michael P Hershey 2472 Gemin Dr. Lake Orion, MI 48360		5352	Check date: 08/02/2013 Period beg.: Period end: 07/26/2013	
Description	Hours	Pay Rate	Amount	Deductions	Amount	
Gross Pay #1	40.00	17.0000	680.00	FICA-SS W/H	92.36	
Overtime	0.00		809.63	FICA-Med W/H	21.60	
Bonus	0.00		0.00	Federal W/H	137.34	
				State W/H	50.40	
				MISC DEDUCTIONS	50.00	
Totals	40.00	31.75	0.00	1,489.63	351.70	
Net Pay					1,137.93	

08/02/2013

\$ 1,137.93

Eleven Hundred Thirty-seven And 93/100 Dollars***

Michael P Hershey
2472 Gemin Dr.
Lake Orion, MI 48360

Michael P Hershey		Year to Date		
2472 Gemin Dr.				
Description	Hours	Amount	Deductions	Amount
Gross Pay #1	547.75	9,311.75	FICA-SS W/H	1,038.20
Overtime	0.00	7,433.29	FICA-Med W/H	242.80
Bonus	0.00	0.00	Federal W/H	1,313.17
			State W/H	522.01
			MISC DEDUCTIONS	650.00
Totals	547.75	291.50	0.00	16,745.04
				3,766.18
CALO & SONS CONSTRUCTION, IN PO BOX 530583				Net Pay
LIVONIA, MI 48153				12,978.86

135 Michael P Hershey
2472 Gemin Dr.
Lake Orion, MI 48360

5352

Check date: 08/09/2013

Period beg.:

Period end: 08/02/2013

Description	Hours	Pay Rate	Amount	Deductions	Amount
Gross Pay #1	40.00	17.0000	680.00	FICA-SS W/H	105.40
Overtime	0.00		1,020.00	FICA-Med W/H	24.65
Bonus	0.00		0.00	Federal W/H	168.89
				State W/H	59.34
				MISC DEDUCTIONS	50.00
Totals	40.00	40.00	0.00	1,700.00	408.28
				Net Pay	1,291.72

08/09/2013

Twelve Hundred Ninety-one And 72/100 Dollars***

\$ 1,291.72

Michael P Hershey
2472 Gemin Dr.
Lake Orion, MI 48360

Michael P Hershey
2472 Gemin Dr.

Year to Date

Description	Hours	Amount	Deductions	Amount
Gross Pay #1	587.75	9,991.75	FICA-SS W/H	1,143.60
Overtime	0.00	8,453.29	FICA-Med W/H	267.45
Bonus	0.00	0.00	Federal W/H	1,482.06
			State W/H	581.35
			MISC DEDUCTIONS	700.00
Totals	587.75	331.50	0.00	18,445.04
			Net Pay	4,174.46
CALO & SONS CONSTRUCTION, IN	PO BOX 530563			14,270.58
	LIVONIA, MI 48153			

135 Michael P Hershey
2472 Gemin Dr.
Lake Orion, MI 48360

5352

Check date: 08/16/2013

Period beg.:

Period end: 08/09/2013

Description	Hours	Pay Rate	Amount	Deductions	Amount
Gross Pay #1	40.00	17.0000	680.00	FICA-SS W/H	88.79
Overtime	0.00		752.25	FICA-Med W/H	20.77
Bonus	0.00		0.00	Federal W/H	128.73
				State W/H	47.96
				MISC DEDUCTIONS	50.00
Totals	40.00	29.50	0.00	1,432.25	336.25
					Net Pay 1,096.00

08/16/2013

One Thousand Ninety-six And 00/100 Dollars***

\$ 1,096.00

Michael P Hershey
2472 Gemin Dr.
Lake Orion, MI 48360

Michael P Hershey
2472 Gemin Dr.

Year to Date

Description	Hours	Amount	Deductions	Amount
Gross Pay #1	627.75	10,671.75	FICA-SS W/H	1,232.39
Overtime	0.00	9,205.54	FICA-Med W/H	288.22
Bonus	0.00	0.00	Federal W/H	1,610.79
			State W/H	629.31
			MISC DEDUCTIONS	750.00
Totals	627.75	361.00	0.00	19,877.29
				Net Pay 4,510.71
CALO & SONS CONSTRUCTION, IN PO BOX 530563				15,366.58
LIVONIA, MI 48153				

135 Michael P Hershey
2472 Gemin Dr.
Lake Orion, MI 48360

5352

Check date: 08/23/2013

Period beg.:

Period end: 08/16/2013

Description	Hours	Pay Rate	Amount	Deductions	Amount
Gross Pay #1	40.00	17.0000	680.00	FICA-SS W/H	96.70
Overtime	0.00		879.75	FICA-Med W/H	22.62
Bonus	0.00		0.00	Federal W/H	147.86
				State W/H	53.38
				MISC DEDUCTIONS	50.00
Totals	40.00	34.50	0.00	1,559.75	370.56
					Net Pay 1,189.19

08/23/2013

\$ 1,189.19

Eleven Hundred Eighty-nine And 19/100 Dollars***

Michael P Hershey
2472 Gemin Dr.
Lake Orion, MI 48360

Michael P Hershey
2472 Gemin Dr.

Year to Date

Description	Hours	Amount	Deductions	Amount
Gross Pay #1	667.75	11,351.75	FICA-SS W/H	1,329.09
Overtime	0.00	10,085.29	FICA-Med W/H	310.84
Bonus	0.00	0.00	Federal W/H	1,758.65
			State W/H	682.69
			MISC DEDUCTIONS	800.00
Totals	667.75	395.50	0.00	21,437.04
				Net Pay 4,881.27
CALO & SONS CONSTRUCTION, IN PO BOX 530563				16,555.77
LIVONIA, MI 48153				

135 Michael P Hershey
2472 Gemin Dr.
Lake Orion, MI 48360

5352

Check date: 08/30/2013

Period beg.:

Period end: 08/23/2013

Description	Hours	Pay Rate	Amount	Deductions	Amount
Gross Pay #1	40.00	17.0000	680.00	FICA-SS W/H	84.85
Overtime	0.00		688.50	FICA-Med W/H	19.84
Bonus	0.00		0.00	Federal W/H	119.17
				State W/H	45.25
				MISC DEDUCTIONS	50.00
Totals	40.00	27.00	0.00	1,368.50	319.11
					Net Pay 1,049.39

08/30/2013

One Thousand Forty-nine And 39/100 Dollars***

\$ 1,049.38

Michael P Hershey
2472 Gemin Dr.
Lake Orion, MI 48360

Michael P Hershey
2472 Gemin Dr.

Year to Date

Description	Hours	Amount	Deductions	Amount
Gross Pay #1	707.75	12,031.75	FICA-SS W/H	1,413.94
Overtime	0.00	10,773.79	FICA-Med W/H	330.68
Bonus	0.00	0.00	Federal W/H	1,877.82
			State W/H	727.84
			MISC DEDUCTIONS	850.00
Totals	707.75	422.50	0.00	22,805.54
				Net Pay 5,200.38
CALO & SONS CONSTRUCTION, IN PO BOX 530583				Net Pay 17,605.16
LIVONIA, MI 48153				

135 Michael P Hershey
2472 Gemin Dr.
Lake Orion, MI 48360

5352

Check date: 09/06/2013

Period beg.:

Period end: 08/30/2013

Description	Hours	Pay Rate	Amount	Deductions	Amount
Gross Pay #1	40.00	17.0000	680.00	FICA-SS W/H	77.34
Overtime	0.00		567.38	FICA-Med W/H	18.09
Bonus	0.00		0.00	Federal W/H	101.00
				State W/H	40.10
				MISC DEDUCTIONS	50.00
Totals	40.00	22.25	0.00	1,247.38	286.53
				Net Pay	960.85

09/06/2013

Nine Hundred Sixty And 85/100 Dollars*** \$ 960.85

Michael P Hershey
2472 Gemin Dr.
Lake Orion, MI 48360

Michael P Hershey
2472 Gemin Dr.

Year to Date

Description	Hours	Amount	Deductions	Amount
Gross Pay #1	747.75	12,711.75	FICA-SS W/H	1,491.28
Overtime	0.00	11,341.17	FICA-Med W/H	348.77
Bonus	0.00	0.00	Federal W/H	1,978.82
			State W/H	768.04
			MISC DEDUCTIONS	900.00
Totals	747.75	444.75	0.00	24,052.92
			Net Pay	5,486.91
CALO & SONS CONSTRUCTION, IN PO BOX 530563				18,566.01
LIVONIA, MI 48153				

135 Michael P Hershey
2472 Gemin Dr.
Lake Orion, MI 48360

5352

Check date: 09/13/2013

Period beg.:

Period end: 09/06/2013

Description	Hours	Pay Rate	Amount	Deductions	Amount
Gross Pay #1	40.00	17.0000	680.00	FICA-SS W/H	81.29
Overtime	0.00		631.13	FICA-Med W/H	19.01
Bonus	0.00		0.00	Federal W/H	110.56
				State W/H	42.81
				MISC DEDUCTIONS	50.00
Totals	40.00	24.75	0.00	1,311.13	303.67
					Net Pay 1,007.46

09/13/2013

One Thousand Seven And 46/100 Dollars*** \$ 1,007.46

Michael P Hershey
2472 Gemin Dr.
Lake Orion, MI 48360

Michael P Hershey
2472 Gemin Dr.

Year to Date

Description	Hours	Amount	Deductions	Amount
Gross Pay #1	787.75	13,391.75	FICA-SS W/H	1,572.57
Overtime	0.00	11,972.30	FICA-Med W/H	367.78
Bonus	0.00	0.00	Federal W/H	2,089.38
			State W/H	810.85
			MISC DEDUCTIONS	950.00
Totals	787.75	469.50	0.00	25,364.05
				Net Pay 19,573.47

CALO & SONS CONSTRUCTION, IN PO BOX 530583
LIVONIA, MI 48153

135 Michael P Hershey
2472 Gemin Dr.
Lake Orion, MI 48360

5352

Check date: 09/20/2013

Period beg.:

Period end: 09/13/2013

Description	Hours	Pay Rate	Amount	Deductions	Amount
Gross Pay #1	40.00	17.0000	680.00	FICA-SS W/H	69.43
Overtime	0.00		438.88	FICA-Med W/H	16.24
Bonus	0.00		0.00	Federal W/H	81.88
				State W/H	34.68
				MISC DEDUCTIONS	50.00
Totals	40.00	17.25	0.00	1,119.88	252.23
					Net Pay 867.65

09/20/2013

Eight Hundred Sixty-seven And 65/100 Dollars***

\$ 867.65

Michael P Hershey
2472 Gemin Dr.
Lake Orion, MI 48360

Michael P Hershey

2472 Gemin Dr.

Year to Date

Description	Hours	Amount	Deductions	Amount
Gross Pay #1	827.75	14,071.75	FICA-SS W/H	1,642.00
Overtime	0.00	12,412.18	FICA-Med W/H	384.02
Bonus	0.00	0.00	Federal W/H	2,171.26
			State W/H	845.53
			MISC DEDUCTIONS	1,000.00
Totals	827.75	488.75	0.00	26,483.93
				Net Pay 6,042.81
CALO & SONS CONSTRUCTION, IN PO BOX 530563				Net Pay 20,441.12
LIVONIA, MI 48153				

135 Michael P Hershey
2472 Gemin Dr.
Lake Orion, MI 48360

5352

Check date: 09/27/2013

Period beg.:

Period end: 09/20/2013

Description	Hours	Pay Rate	Amount	Deductions	Amount
Gross Pay #1	40.00	17.0000	680.00	FICA-SS W/H	90.39
Overtime	0.00		777.75	FICA-Med W/H	21.13
Bonus	0.00		0.00	Federal W/H	132.56
				State W/H	49.04
				MISC DEDUCTIONS	50.00
Totals	40.00	30.50	0.00		343.12
			1,457.75		
				Net Pay	1,114.63

09/27/2013

Eleven Hundred Fourteen And 63/100 Dollars***

\$ 1,114.63

Michael P Hershey
2472 Gemin Dr.
Lake Orion, MI 48360

Michael P Hershey
2472 Gemin Dr.

Year to Date

Description	Hours	Amount	Deductions	Amount
Gross Pay #1	867.75	14,751.75	FICA-SS W/H	1,732.39
Overtime	0.00	13,189.93	FICA-Med W/H	405.15
Bonus	0.00	0.00	Federal W/H	2,303.82
			State W/H	894.57
			MISC DEDUCTIONS	1,050.00
<hr/>				
Totals	867.75	517.25	0.00	27,941.68
				<hr/>
				6,385.93
CALO & SONS CONSTRUCTION, IN PO BOX 530563				Net Pay
LIVONIA , MI 48153				21,555.75

CALO & SONS CONSTRUCTION, IN PO BOX 530583
LIVONIA, MI 48153

135 Michael P Hershey
2472 Gemin Dr.
Lake Orion, MI 48360

5352

Check date: 10/04/2013

Period beg.:

Period end: 09/27/2013

Description	Hours	Pay Rate	Amount	Deductions	Amount
Gross Pay #1	40.00	17.0000	680.00	FICA-SS W/H	93.54
Overtime	0.00		828.75	FICA-Med W/H	21.88
Bonus	0.00		0.00	Federal W/H	140.21
				State W/H	51.21
				MISC DEDUCTIONS	50.00
Totals	40.00	32.50	0.00	1,508.75	356.84
				Net Pay	1,151.91

10/04/2013

Eleven Hundred Fifty-one And 91/100 Dollars***

\$ 1,151.91

Michael P Hershey
2472 Gemin Dr.
Lake Orion, MI 48360

Michael P Hershey
2472 Gemin Dr.

Year to Date

Description	Hours	Amount	Deductions	Amount
Gross Pay #1	907.75	15,431.75	FICA-SS W/H	1,825.93
Overtime	0.00	14,018.68	FICA-Med W/H	427.03
Bonus	0.00	0.00	Federal W/H	2,444.03
			State W/H	945.78
			MISC DEDUCTIONS	1,100.00
Totals	907.75	549.75	0.00	29,450.43
			Net Pay	6,742.77
CALO & SONS CONSTRUCTION, IN	PO BOX 530563			22,707.66
	LIVONIA, MI 48153			

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517 75
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OT

135 Michael P Hershey
2472 Gemin Dr.
Lake Orion, MI 48360

5352

Check date: 10/11/2013

Period beg.:

Period end: 10/04/2013

Description	Hours	Pay Rate	Amount	Deductions	Amount
Gross Pay #1	40.00	17.0000	680.00	FICA-SS W/H	88.80
Overtime	0.00		752.25	FICA-Med W/H	20.77
Bonus	0.00		0.00	Federal W/H	128.73
				State W/H	47.96
				MISC DEDUCTIONS	50.00
Totals	40.00	29.50	0.00	1,432.25	336.26
					Net Pay 1,095.99

10/11/2013

One Thousand Ninety-five And 99/100 Dollars***

\$ 1,095.99

Michael P Hershey
2472 Gemin Dr.
Lake Orion, MI 48360

Michael P Hershey
2472 Gemin Dr.

Year to Date

Description	Hours	Amount	Deductions	Amount
Gross Pay #1	947.75	16,111.75	FICA-SS W/H	1,914.73
Overtime	0.00	14,770.93	FICA-Med W/H	447.80
Bonus	0.00	0.00	Federal W/H	2,572.76
			State W/H	993.74
			MISC DEDUCTIONS	1,150.00
Totals	947.75	579.25	0.00	30,882.68
				Net Pay 7,079.03
CALO & SONS CONSTRUCTION, IN PO BOX 530563				Net Pay 23,803.65
LIVONIA, MI 48153				

135 Michael P Hershey
2472 Gemin Dr.
Lake Orion, MI 48360

5352

Check date: 10/18/2013

Period beg.:

Period end: 10/11/2013

Description	Hours	Pay Rate	Amount	Deductions	Amount
Gross Pay #1	40.00	17.0000	680.00	FICA-SS W/H	90.37
Overtime	0.00		777.75	FICA-Med W/H	21.14
Bonus	0.00		0.00	Federal W/H	132.56
				State W/H	49.04
				MISC DEDUCTIONS	50.00
Totals	40.00	30.50	0.00	1,457.75	343.11
					Net Pay 1,114.64

10/18/2013

Eleven Hundred Fourteen And 64/100 Dollars***

\$ 1,114.64

Michael P Hershey
2472 Gemin Dr.
Lake Orion, MI 48360

Michael P Hershey
2472 Gemin Dr.

Year to Date

Description	Hours	Amount	Deductions	Amount
Gross Pay #1	987.75	16,791.75	FICA-SS W/H	2,005.10
Overtime	0.00	15,548.68	FICA-Med W/H	488.94
Bonus	0.00	0.00	Federal W/H	2,705.32
			State W/H	1,042.78
			MISC DEDUCTIONS	1,200.00
Totals	987.75	609.75	0.00	32,340.43
				Net Pay 7,422.14
				24,918.29

CALO & SONS CONSTRUCTION, IN PO BOX 530563
LIVONIA, MI 48153

135 Michael P Hershey
2472 Gemin Dr.
Lake Orion, MI 48360

5352

Check date: 10/25/2013

Period beg.:

Period end: 10/18/2013

Description	Hours	Pay Rate	Amount	Deductions	Amount
Gross Pay #1	40.00	17.0000	680.00	FICA-SS W/H	79.32
Overtime	0.00		599.25	FICA-Med W/H	18.55
Bonus	0.00		0.00	Federal W/H	105.78
				State W/H	41.45
				MISC DEDUCTIONS	50.00
Totals	40.00	23.50	0.00	1,279.25	295.10
					Net Pay 984.15

10/25/2013

Nine Hundred Eighty-four And 15/100 Dollars***

\$ 984.15

Michael P Hershey
2472 Gemin Dr.
Lake Orion, MI 48360

Michael P Hershey
2472 Gemin Dr.

Year to Date

Description	Hours	Amount	Deductions	Amount
Gross Pay #1	1027.75	17,471.75	FICA-SS W/H	2,084.42
Overtime	0.00	16,147.93	FICA-Med W/H	487.49
Bonus	0.00	0.00	Federal W/H	2,811.10
			State W/H	1,084.23
			MISC DEDUCTIONS	1,250.00
Totals	1027.75	833.25	0.00	33,619.68
				Net Pay 7,717.24

CALO & SONS CONSTRUCTION, IN PO BOX 530563
LIVONIA, MI 48153

135 Michael P Hershey
2472 Gemin Dr.
Lake Orion, MI 48360

5352

Check date: 11/01/2013

Period beg.:

Period end: 10/25/2013

Description	Hours	Pay Rate	Amount	Deductions	Amount
Gross Pay #1	40.00	17.0000	680.00	FICA-SS W/H	82.08
Overtime	0.00		643.88	FICA-Med W/H	19.19
Bonus	0.00		0.00	Federal W/H	112.48
				State W/H	43.35
				MISC DEDUCTIONS	50.00
Totals	40.00	25.25	0.00	1,323.88	307.10
					Net Pay 1,016.78

11/01/2013

One Thousand Sixteen And 78/100 Dollars***

\$ 1,016.78

Michael P Hershey
2472 Gemin Dr.
Lake Orion, MI 48360

Michael P Hershey
2472 Gemin Dr.

Year to Date

Description	Hours	Amount	Deductions	Amount
Gross Pay #1	1067.75	18,151.75	FICA-SS W/H	2,166.50
Overtime	0.00	16,791.81	FICA-Med W/H	506.68
Bonus	0.00	0.00	Federal W/H	2,923.58
			State W/H	1,127.58
			MISC DEDUCTIONS	1,300.00
Totals	1067.75	658.50	0.00	34,943.66
				Net Pay 8,024.34
				26,919.22

CALO & SONS CONSTRUCTION, IN PO BOX 530563
LIVONIA, MI 48153

135 Michael P Hershey
2472 Gemin Dr.
Lake Orion, MI 48360

5352

Check date: 11/08/2013

Period beg.:

Period end: 11/01/2013

Description	Hours	Pay Rate	Amount	Deductions	Amount
Gross Pay #1	40.00	17.0000	680.00	FICA-SS W/H	75.76
Overtime	0.00		541.88	FICA-Med W/H	17.72
Bonus	0.00		0.00	Federal W/H	97.18
				State W/H	39.02
				MISC DEDUCTIONS	55.60
Totals	40.00	21.25	0.00		285.26
			1,221.88		
				Net Pay	936.60

11/08/2013

Nine Hundred Thirty-six And 60/100 Dollars***

\$ 936.60

Michael P Hershey
2472 Gemin Dr.
Lake Orion, MI 48360

Michael P Hershey
2472 Gemin Dr.

Year to Date

Description	Hours	Amount	Deductions	Amount
Gross Pay #1	1107.75	18,831.75	FICA-SS W/H	2,242.26
Overtime	0.00	17,333.89	FICA-Med W/H	524.40
Bonus	0.00	0.00	Federal W/H	3,020.76
			State W/H	1,168.80
			MISC DEDUCTIONS	1,355.60
Totals	1107.75	679.75	0.00	36,165.44
				8,309.62
			Net Pay	27,855.82

CALO & SONS CONSTRUCTION, IN PO BOX 530563
LIVONIA, MI 48153

135 Michael P Hershey
2472 Gemin Dr.
Lake Orion, MI 48360

5352

Check date: 11/15/2013

Period beg.:

Period end: 11/08/2013

Description	Hours	Pay Rate	Amount	Deductions	Amount
Gross Pay #1	40.00	17.0000	680.00	FICA-SS W/H	92.35
Overtime	0.00		809.63	FICA-Med W/H	21.60
Bonus	0.00		0.00	Federal W/H	137.34
				State W/H	50.40
				MISC DEDUCTIONS	50.00
Totals	40.00	31.75	0.00		351.69
			1,489.63		
				Net Pay	1,137.94

11/15/2013

Eleven Hundred Thirty-seven And 94/100 Dollars***

\$ 1,137.94

Michael P Hershey
2472 Gemin Dr.
Lake Orion, MI 48360

Michael P Hershey
2472 Gemin Dr.

Year to Date

Description	Hours	Amount	Deductions	Amount
Gross Pay #1	1147.75	19,511.75	FICA-SS W/H	2,334.61
Overtime	0.00	18,143.32	FICA-Med W/H	546.00
Bonus	0.00	0.00	Federal W/H	3,158.10
			State W/H	1,217.00
			MISC DEDUCTIONS	1,405.60
Totals	1147.75	711.50	0.00	37,855.07
				8,661.31
CALO & SONS CONSTRUCTION, IN	PO BOX 530563		Net Pay	28,993.76
	LIVONIA, MI 48153			

135 Michael P Hershey
2472 Gemin Dr.
Lake Orion, MI 48360

5352

Check date: 11/22/2013

Period beg.:

Period end: 11/15/2013

Description	Hours	Pay Rate	Amount	Deductions	Amount
Gross Pay #1	40.00	17.0000	680.00	FICA-SS W/H	53.63
Overtime	0.00		184.88	FICA-Med W/H	12.54
Bonus	0.00		0.00	Federal W/H	43.63
				State W/H	23.84
				MISC DEDUCTIONS	30.00
Totals	40.00	7.25 0.00	864.88		163.64
					Net Pay 701.24

11/22/2013

\$ 701.24

Seven Hundred One And 24/100 Dollars***

Michael P Hershey
2472 Gemin Dr.
Lake Orion, MI 48360

Michael P Hershey
2472 Gemin Dr.

Year to Date

Description	Hours	Amount	Deductions	Amount
Gross Pay #1	1187.75	20,191.75	FICA-SS W/H	2,388.24
Overtime	0.00	18,328.20	FICA-Med W/H	558.54
Bonus	0.00	0.00	Federal W/H	3,201.73
			State W/H	1,240.84
			MISC DEDUCTIONS	1,435.60
Totals	1187.75	718.75 0.00	38,519.95	8,824.95
				Net Pay 29,695.00
CALO & SONS CONSTRUCTION, IN PO BOX 530563 LIVONIA, MI 48163				

135 Michael P Hershey
2472 Gemin Dr.
Lake Orion, MI 48360

5352

Check date: 11/29/2013

Period beg.:

Period end: 11/22/2013

Description	Hours	Pay Rate	Amount	Deductions	Amount
Gross Pay #1	40.00	17.0000	680.00	FICA-SS W/H	70.22
Overtime	0.00		452.63	FICA-Med W/H	16.42
Bonus	0.00		0.00	Federal W/H	83.79
				State W/H	35.22
				MISC DEDUCTIONS	30.00
Totals	40.00	17.75	0.00	1,132.63	235.65
Net Pay					896.98

11/29/2013

Eight Hundred Ninety-six And 98/100 Dollars***

\$ 896.98

Michael P Hershey
2472 Gemin Dr.
Lake Orion, MI 48360

Michael P Hershey
2472 Gemin Dr.

Year to Date

Description	Hours	Amount	Deductions	Amount
Gross Pay #1	1227.75	20,871.75	FICA-SS W/H	2,458.46
Overtime	0.00	18,780.83	FICA-Med W/H	574.96
Bonus	0.00	0.00	Federal W/H	3,285.62
			State W/H	1,276.06
			MISC DEDUCTIONS	1,485.60
Totals	1227.75	736.50	0.00	39,852.68
Net Pay				9,080.80

CALO & SONS CONSTRUCTION, IN PO BOX 530563
LIVONIA, MI 48153

Net Pay 30,591.98

135 Michael P Hershey
2472 Gemin Dr.
Lake Orion, MI 48360

5352

Check date: 12/06/2013

Period beg.:

Period end: 11/29/2013

Description	Hours	Pay Rate	Amount	Deductions	Amount
Gross Pay #1	39.00	17.0000	663.00	FICA-SS W/H	41.10
Overtime	0.00		0.00	FICA-Med W/H	9.62
Bonus	0.00		0.00	Federal W/H	20.34
				State W/H	15.26
				MISC DEDUCTIONS	30.00
Totals	39.00	0.00	0.00		116.32
			663.00		
				Net Pay	546.68

12/06/2013

Five Hundred Forty-six And 68/100 Dollars***

\$ 546.68

Michael P Hershey
2472 Gemin Dr.
Lake Orion, MI 48360

Michael P Hershey
2472 Gemin Dr.

Year to Date

Description	Hours	Amount	Deductions	Amount
Gross Pay #1	1266.75	21,534.75	FICA-SS W/H	2,499.58
Overtime	0.00	18,780.83	FICA-Med W/H	584.58
Bonus	0.00	0.00	Federal W/H	3,305.86
			State W/H	1,291.32
			MISC DEDUCTIONS	1,495.60
Totals	1266.75	738.50	0.00	40,315.58
				9,176.92
			Net Pay	31,138.66

CALO & SONS CONSTRUCTION, IN PO BOX 530563
LIVONIA, MI 48163

135
 Michael P Hershey
 2472 Gemin Dr.
 Lake Orion, MI 48360

5352

Check date: 12/13/2013

Period beg.:

Period end: 12/06/2013

Description	Hours	Pay Rate	Amount	Deductions	Amount
Gross Pay #1	40.00	17.0000	680.00	FICA-SS W/H	65.09
Overtime	0.00		369.75	FICA-Med W/H	15.22
Bonus	0.00		0.00	Federal W/H	71.36
				State W/H	31.70
				MISC DEDUCTIONS	30.00
Totals	40.00	14.50	0.00	1,049.75	213.37
					Net Pay 836.38

12/13/2013

Eight Hundred Thirty-six And 38/100 Dollars*** \$ 836.38

Michael P Hershey
 2472 Gemin Dr.
 Lake Orion, MI 48360

Michael P Hershey
 2472 Gemin Dr.

Year to Date

Description	Hours	Amount	Deductions	Amount
Gross Pay #1	1306.75	22,214.75	FICA-SS W/H	2,584.65
Overtime	0.00	19,150.58	FICA-Med W/H	599.80
Bonus	0.00	0.00	Federal W/H	3,377.22
			State W/H	1,323.02
			MISC DEDUCTIONS	1,525.60
Totals	1306.75	751.00	0.00	41,365.33
				Net Pay 9,380.29
CALO & SONS CONSTRUCTION, IN PO BOX 530563				31,975.04
LIVONIA, MI 48153				

135
 Michael P Hershey
 2472 Gemin Dr.
 Lake Orion, MI 48360

5352

Check date: 12/20/2013

Period beg.:

Period end: 12/13/2013

Description	Hours	Pay Rate	Amount	Deductions	Amount
Gross Pay #1	40.00	17.0000	680.00	FICA-SS W/H	55.60
Overtime	0.00		216.75	FICA-Med W/H	13.00
Bonus	0.00		0.00	Federal W/H	48.41
				State W/H	25.20
				MISC DEDUCTIONS	30.00
Totals	40.00	8.50	0.00	896.75	172.21
					Net Pay 724.54

12/20/2013

Seven Hundred Twenty-four And 54/100 Dollars*** \$ 724.54

Michael P Hershey
 2472 Gemin Dr.
 Lake Orion, MI 48360

Michael P Hershey
 2472 Gemin Dr.

Year to Date

Description	Hours	Amount	Deductions	Amount
Gross Pay #1	1346.75	22,894.75	FICA-SS W/H	2,620.25
Overtime	0.00	19,367.33	FICA-Med W/H	612.80
Bonus	0.00	0.00	Federal W/H	3,425.63
			State W/H	1,348.22
			MISC DEDUCTIONS	1,555.60
Totals	1346.75	759.50	0.00	42,262.08
				Net Pay 9,562.50
CALO & SONS CONSTRUCTION, IN PO BOX 530563				32,699.58
LIVONIA, MI 48153				

135 Michael P Hershey
2472 Gemin Dr.
Lake Orion, MI 48360

5352

Check date: 12/20/2013

Period beg.:

Period end: 12/13/2013

Description	Hours	Pay Rate	Amount	Deductions	Amount
Gross Pay #1	0.00	17.0000	0.00	FICA-SS W/H	33.57
Overtime	0.00		0.00	FICA-Med W/H	7.85
Bonus	0.00		541.42	Federal W/H	0.00
				State W/H	0.00
				MISC DEDUCTIONS	0.00
Totals	0.00	0.00	0.00		
			541.42		41.42
				Net Pay	500.00

12/20/2013

Five Hundred And 00/100 Dollars***

\$ 500.00

Michael P Hershey
2472 Gemin Dr.
Lake Orion, MI 48360

Michael P Hershey
2472 Gemin Dr.

Year to Date

Description	Hours	Amount	Deductions	Amount
Gross Pay #1	1346.75	22,894.75	FICA-SS W/H	2,653.82
Overtime	0.00	19,387.33	FICA-Med W/H	620.65
Bonus	0.00	541.42	Federal W/H	3,425.63
			State W/H	1,348.22
			MISC DEDUCTIONS	1,555.60
Totals	1346.75	759.50	0.00	42,803.50
				9,603.92
CALO & SONS CONSTRUCTION, IN	PO BOX 530563		Net Pay	33,199.58
	LIVONIA, MI 48153			

135 Michael P Hershey
2472 Gemin Dr.
Lake Orion, MI 48360

5352

Check date: 12/27/2013

Period beg.:

Period end: 12/20/2013

Description	Hours	Pay Rate	Amount	Deductions	Amount
Gross Pay #1	40.00	17.0000	680.00	FICA-SS W/H	69.83
Overtime	0.00		446.25	FICA-Med W/H	16.33
Bonus	0.00		0.00	Federal W/H	82.83
				State W/H	34.95
				MISC DEDUCTIONS	30.00
Totals	40.00	17.50	0.00	1,126.25	233.94
				Net Pay	892.31

12/27/2013

Eight Hundred Ninety-two And 31/100 Dollars***

\$ 892.31

Michael P Hershey
2472 Gemin Dr.
Lake Orion, MI 48360

Michael P Hershey
2472 Gemin Dr.

Year to Date

Description	Hours	Amount	Deductions	Amount
Gross Pay #1	1388.75	23,574.75	FICA-SS W/H	2,723.65
Overtime	0.00	19,813.58	FICA-Med W/H	636.98
Bonus	0.00	541.42	Federal W/H	3,508.46
			State W/H	1,383.17
			MISC DEDUCTIONS	1,585.60
Totals	1388.75	777.00	0.00	43,929.75
CALO & SONS CONSTRUCTION, INC. PO BOX 530563				Net Pay 34,091.89

CALO & SONS CONSTRUCTION, INC PO BOX 530563
LIVONIA, MI 48153

(907.75) (549.75)
479 227.25

Please see W2

All checkbooks
01/01/14-12/22/15CALO & SONS CONSTRUCTION, INC.
Payroll Journal180
Page 1

Pay Description	Hours	Amount	Withholdings	Amount	Deduction Desc.	Amount
3 135 - Michael P. Hershey Check #13870 01/10/14						
Gross Pay #1	20.2500	344.25	FICA-SS W/H	21.35		
Overtime	0.0000	0.00	FICA-Med W/H	4.99		
Bonus	0.0000	0.00	Federal W/H	0.00		
			State W/H	1.72		
TOTALS	20.2500	344.25		28.06		0.00
Number of Periods: 1					NET PAY:	316.19
Company Expenses:			FICA-SS: 21.35 FICA-Med: 4.99 FUTA: 2.07			
			MI SUTA-Base Rate: 35.46 MI SUTA-Obligation A: 7.44			
2 135 - Michael P. Hershey Check #13871 01/10/14						
Gross Pay #1	0.0000	0.00	FICA-SS W/H	40.28		
Overtime	0.0000	0.00	FICA-Med W/H	9.42		
Bonus	0.0000	649.70	Federal W/H	0.00		
			State W/H	0.00		
TOTALS	0.0000	649.70		49.70		0.00
Number of Periods: 1					NET PAY:	600.00
Company Expenses:			FICA-SS: 40.28 FICA-Med: 9.42 FUTA: 3.90			
			MI SUTA-Base Rate: 14.03 MI SUTA-Obligation A: 66.92			
2 135 - Michael P. Hershey Check #13909 01/17/14						
Gross Pay #1	11.5000	195.50	FICA-SS W/H	12.11		
Overtime	0.0000	0.00	FICA-Med W/H	2.84		
Bonus	0.0000	0.00	Federal W/H	0.00		
			State W/H	0.00		
TOTALS	11.5000	195.50		14.95		0.00
Number of Periods: 1					NET PAY:	180.55
Company Expenses:			FICA-SS: 12.13 FICA-Med: 2.83 FUTA: 1.17			
			MI SUTA-Base Rate: 20.14 MI SUTA-Obligation A: 4.22			
5 135 - Michael P. Hershey Check #13952 01/24/14						
Gross Pay #1	40.0000	680.00	FICA-SS W/H	56.00		
Overtime	8.7500	223.13	FICA-Med W/H	13.09		
Bonus	0.0000	0.00	Federal W/H	48.07		
			State W/H	25.47		
TOTALS	48.7500	903.13		142.63		0.00
Number of Periods: 1					NET PAY:	760.50
Company Expenses:			FICA-SS: 55.99 FICA-Med: 13.10 FUTA: 5.42			
			MI SUTA-Base Rate: 93.02 MI SUTA-Obligation A: 19.51			
2 135 - Michael P. Hershey Check #14027 02/07/14						
Gross Pay #1	10.7500	182.75	FICA-SS W/H	11.33		
Overtime	0.0000	0.00	FICA-Med W/H	2.65		
Bonus	0.0000	0.00	Federal W/H	0.00		
			State W/H	0.00		
TOTALS	10.7500	182.75		13.98		0.00
Number of Periods: 1					NET PAY:	168.77
Company Expenses:			FICA-SS: 11.33 FICA-Med: 2.65 FUTA: 1.10			
			MI SUTA-Base Rate: 18.82 MI SUTA-Obligation A: 3.95			
3 135 - Michael P. Hershey Check #14067 02/14/14						
Gross Pay #1	23.2500	395.25	FICA-SS W/H	24.51		
Overtime	0.0000	0.00	FICA-Med W/H	5.73		
Bonus	0.0000	0.00	Federal W/H	0.00		
			State W/H	3.72		
TOTALS	23.2500	395.25		33.96		0.00
Number of Periods: 1					NET PAY:	361.29
Company Expenses:			FICA-SS: 24.51 FICA-Med: 5.73 FUTA: 2.37			
			MI SUTA-Base Rate: 40.71 MI SUTA-Obligation A: 8.54			

All checkbooks
01/01/14-12/22/15**CALO & SONS CONSTRUCTION, INC.**
Payroll Journal180
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Pay Description	Hours	Amount	Withholdings	Amount	Deduction Desc.	Amount
135 - Michael P. Hershey Check #14105 02/21/14						
Gross Pay #1	29.0000	493.00	FICA-SS W/H	30.56		
Overtime	0.0000	0.00	FICA-Med W/H	7.15		
Bonus	0.0000	0.00	Federal W/H	2.67		
			State W/H	7.88		
TOTALS	29.0000	493.00		48.26		0.00
Number of Periods: 1					NET PAY:	444.74
Company Expenses:			FICA-SS: 30.56 FICA-Med: 7.15 FUTA: 2.96			
			MI SUTA-Base Rate: 50.78 MI SUTA-Obligation A: 10.65			
135 - Michael P. Hershey Check #14141 02/28/14						
Gross Pay #1	23.0000	391.00	FICA-SS W/H	24.25		
Overtime	0.0000	0.00	FICA-Med W/H	5.67		
Bonus	0.0000	0.00	Federal W/H	0.00		
			State W/H	3.54		
TOTALS	23.0000	391.00		33.46		0.00
Number of Periods: 1					NET PAY:	357.54
Company Expenses:			FICA-SS: 24.24 FICA-Med: 5.67 FUTA: 2.35			
			MI SUTA-Base Rate: 40.27 MI SUTA-Obligation A: 8.45			
135 - Michael P. Hershey Check #14180 03/07/14						
Gross Pay #1	29.0000	493.00	FICA-SS W/H	30.56		
Overtime	0.0000	0.00	FICA-Med W/H	7.15		
Bonus	0.0000	0.00	Federal W/H	2.67		
			State W/H	7.88		
TOTALS	29.0000	493.00		48.26		0.00
Number of Periods: 1					NET PAY:	444.74
Company Expenses:			FICA-SS: 30.56 FICA-Med: 7.15 FUTA: 2.96			
			MI SUTA-Base Rate: 50.78 MI SUTA-Obligation A: 10.65			
135 - Michael P. Hershey Check #14222 03/14/14						
Gross Pay #1	38.5000	654.50	FICA-SS W/H	40.58		
Overtime	0.0000	0.00	FICA-Med W/H	9.49		
Bonus	0.0000	0.00	Federal W/H	18.82		
			State W/H	14.74		
TOTALS	38.5000	654.50		83.63		0.00
Number of Periods: 1					NET PAY:	570.87
Company Expenses:			FICA-SS: 40.58 FICA-Med: 9.49 FUTA: 3.93			
			MI SUTA-Base Rate: 67.41 MI SUTA-Obligation A: 14.14			
135 - Michael P. Hershey Check #14246 03/21/14						
Gross Pay #1	8.2500	140.25	FICA-SS W/H	8.70		
Overtime	0.0000	0.00	FICA-Med W/H	2.03		
Bonus	0.0000	0.00	Federal W/H	0.00		
			State W/H	0.00		
TOTALS	8.2500	140.25		10.73		0.00
Number of Periods: 1					NET PAY:	129.52
Company Expenses:			FICA-SS: 8.70 FICA-Med: 2.03 FUTA: 0.84			
			MI SUTA-Base Rate: 14.45 MI SUTA-Obligation A: 3.03			
135 - Michael P. Hershey Check #14342 04/11/14						
Gross Pay #1	10.5000	183.75	FICA-SS W/H	11.39		
Overtime	0.0000	0.00	FICA-Med W/H	2.67		
Bonus	0.0000	0.00	Federal W/H	0.00		
			State W/H	0.00		
TOTALS	10.5000	183.75		14.06		0.00
Number of Periods: 1					NET PAY:	169.69
Company Expenses:			FICA-SS: 11.40 FICA-Med: 2.66 FUTA: 1.10			
			MI SUTA-Base Rate: 18.93 MI SUTA-Obligation A: 4.13			

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Pay Description	Hours	Amount	Withholdings	Amount	Deduction Desc.	Amount
135 - Michael P. Hershey Check #16170 02/13/15						
Gross Pay #1	12.7500	229.50	FICA-SS W/H	14.22		
Overtime	0.0000	0.00	FICA-Med W/H	3.33		
Bonus	0.0000	0.00	Federal W/H	0.00		
			State W/H	0.00		
TOTALS	12.7500	229.50		17.55		0.00

Number of Periods: 1

Company Expenses:

FICA-SS: 14.23 FICA-Med: 3.33 FUTA: 1.38
MI SUTA-Base Rate: 23.64 MI SUTA-Obligation A: 5.51

NET PAY: 211.95

135 - Michael P. Hershey Check #16210 02/20/15						
Gross Pay #1	10.0000	180.00	FICA-SS W/H	11.16		
Overtime	0.0000	0.00	FICA-Med W/H	2.61		
Bonus	0.0000	0.00	Federal W/H	0.00		
			State W/H	0.00		
TOTALS	10.0000	180.00		13.77		0.00

Number of Periods: 1

Company Expenses:

FICA-SS: 11.16 FICA-Med: 2.61 FUTA: 1.08
MI SUTA-Base Rate: 18.54 MI SUTA-Obligation A: 4.32

NET PAY: 166.23

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Pay Description	Hours	Amount	Withholdings	Amount	Deduction Desc.	Amount
Company Totals Number of Checks: 2						
Gross Pay #1	22.7500	409.50	FICA-SS W/H	25.38		
Overtime	0.0000	0.00	FICA-Med W/H	5.94		
Bonus	0.0000	0.00	Federal W/H	0.00		
			State W/H	0.00		
TOTALS	22.7500	409.50		31.32		0.00
NET PAY:						378.18
Company Expenses: FICA-SS: 25.39 FICA-Med: 5.94 FUTA: 2.46 MI SUTA-Base Rate: 42.18 MI SUTA-Obligation A: 9.83						

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Pay Description	Hours	Amount	Withholdings	Amount	Deduction Desc.	Amount
135 - Michael P. Hershey Check #14378 04/18/14						
Gross Pay #1	40.0000	700.00	FICA-SS W/H	71.06		
Overtime	17.0000	446.25	FICA-Med W/H	16.62		
Bonus	0.0000	0.00	Federal W/H	84.53		
			State W/H	35.64		
TOTALS	57.0000	1,146.25		207.85		0.00
Number of Periods: 1					NET PAY:	938.40
Company Expenses:			FICA-SS: 71.07 FICA-Med: 16.62 FUTA: 6.88			
			MI SUTA-Base Rate: 118.06 MI SUTA-Obligation A: 25.79			
135 - Michael P. Hershey Check #14413 04/25/14						
Gross Pay #1	34.0000	595.00	FICA-SS W/H	36.89		
Overtime	0.0000	0.00	FICA-Med W/H	8.63		
Bonus	0.0000	0.00	Federal W/H	12.87		
			State W/H	12.21		
TOTALS	34.0000	595.00		70.60		0.00
Number of Periods: 1					NET PAY:	524.40
Company Expenses:			FICA-SS: 36.89 FICA-Med: 8.63 FUTA: 3.57			
			MI SUTA-Base Rate: 61.29 MI SUTA-Obligation A: 13.39			
135 - Michael P. Hershey Check #14450 05/02/14						
Gross Pay #1	40.0000	700.00	FICA-SS W/H	52.77		
Overtime	5.7500	150.94	FICA-Med W/H	12.33		
Bonus	0.0000	0.00	Federal W/H	40.24		
			State W/H	23.09		
TOTALS	45.7500	850.94		128.43		0.00
Number of Periods: 1					NET PAY:	722.51
Company Expenses:			FICA-SS: 52.76 FICA-Med: 12.34 FUTA: 1.40			
			MI SUTA-Base Rate: 87.65 MI SUTA-Obligation A: 19.15			
135 - Michael P. Hershey Check #14490 05/09/14						
Gross Pay #1	40.0000	700.00	FICA-SS W/H	78.38		
Overtime	21.5000	564.38	FICA-Med W/H	18.34		
Bonus	0.0000	0.00	Federal W/H	102.25		
			State W/H	40.66		
TOTALS	61.5000	1,264.38		239.63		0.00
Number of Periods: 1					NET PAY:	1,024.75
Company Expenses:			FICA-SS: 78.40 FICA-Med: 18.33 FUTA: 0.00			
			MI SUTA-Base Rate: 130.23 MI SUTA-Obligation A: 28.45			
135 - Michael P. Hershey Check #14529 05/16/14						
Gross Pay #1	40.0000	700.00	FICA-SS W/H	85.72		
Overtime	26.0000	682.50	FICA-Med W/H	20.04		
Bonus	0.0000	0.00	Federal W/H	119.97		
			State W/H	45.68		
TOTALS	66.0000	1,382.50		271.41		0.00
Number of Periods: 1					NET PAY:	1,111.09
Company Expenses:			FICA-SS: 85.71 FICA-Med: 20.05 FUTA: 0.00			
			MI SUTA-Base Rate: 63.59 MI SUTA-Obligation A: 13.89			
135 - Michael P. Hershey Check #14573 05/23/14						
Gross Pay #1	40.0000	700.00	FICA-SS W/H	81.65		
Overtime	23.5000	616.88	FICA-Med W/H	19.10		
Bonus	0.0000	0.00	Federal W/H	110.13		
			State W/H	42.89		
TOTALS	63.5000	1,316.88		253.77		0.00
Number of Periods: 1					NET PAY:	1,063.11
Company Expenses:			FICA-SS: 81.65 FICA-Med: 19.09 FUTA: 0.00			
			MI SUTA-Base Rate: 0.00 MI SUTA-Obligation A: 0.00			

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135 - Michael P. Hershey Check #14613 05/30/14						
Gross Pay #1	40.0000	700.00	FICA-SS W/H	97.92		
Overtime	33.5000	879.38	FICA-Med W/H	22.90		
Bonus	0.0000	0.00	Federal W/H	149.50		
			State W/H	54.05		
TOTALS	73.5000	1,579.38		324.37		0.00
Number of Periods: 1					NET PAY:	1,255.01
Company Expenses:			FICA-SS: 97.92 FICA-Med: 22.90 FUTA: 0.00			
			MI SUTA-Base Rate: 0.00 MI SUTA-Obligation A: 0.00			
135 - Michael P. Hershey Check #14656 06/06/14						
Gross Pay #1	40.0000	700.00	FICA-SS W/H	69.44		
Overtime	16.0000	420.00	FICA-Med W/H	16.24		
Bonus	0.0000	0.00	Federal W/H	80.60		
			State W/H	34.52		
TOTALS	56.0000	1,120.00		200.80		0.00
Number of Periods: 1					NET PAY:	919.20
Company Expenses:			FICA-SS: 69.44 FICA-Med: 16.24 FUTA: 0.00			
			MI SUTA-Base Rate: 0.00 MI SUTA-Obligation A: 0.00			
135 - Michael P. Hershey Check #14696 06/13/14						
Gross Pay #1	40.0000	700.00	FICA-SS W/H	104.02		
Overtime	37.2500	977.81	FICA-Med W/H	24.33		
Bonus	0.0000	0.00	Federal W/H	164.27		
			State W/H	58.23		
TOTALS	77.2500	1,677.81		350.85		0.00
Number of Periods: 1					NET PAY:	1,326.96
Company Expenses:			FICA-SS: 104.02 FICA-Med: 24.33 FUTA: 0.00			
			MI SUTA-Base Rate: 0.00 MI SUTA-Obligation A: 0.00			
135 - Michael P. Hershey Check #14739 06/20/14						
Gross Pay #1	40.0000	700.00	FICA-SS W/H	104.84		
Overtime	37.7500	990.94	FICA-Med W/H	24.52		
Bonus	0.0000	0.00	Federal W/H	166.24		
			State W/H	58.79		
TOTALS	77.7500	1,690.94		354.39		0.00
Number of Periods: 1					NET PAY:	1,336.55
Company Expenses:			FICA-SS: 104.84 FICA-Med: 24.52 FUTA: 0.00			
			MI SUTA-Base Rate: 0.00 MI SUTA-Obligation A: 0.00			
135 - Michael P. Hershey Check #14781 06/27/14						
Gross Pay #1	40.0000	700.00	FICA-SS W/H	94.66		
Overtime	31.5000	826.88	FICA-Med W/H	22.14		
Bonus	0.0000	0.00	Federal W/H	141.63		
			State W/H	51.82		
TOTALS	71.5000	1,526.88		310.25		0.00
Number of Periods: 1					NET PAY:	1,216.63
Company Expenses:			FICA-SS: 94.67 FICA-Med: 22.14 FUTA: 0.00			
			MI SUTA-Base Rate: 0.00 MI SUTA-Obligation A: 0.00			
135 - Michael P. Hershey Check #14823 07/04/14						
Gross Pay #1	40.0000	700.00	FICA-SS W/H	99.15		
Overtime	34.2500	899.06	FICA-Med W/H	23.18		
Bonus	0.0000	0.00	Federal W/H	152.46		
			State W/H	54.88		
TOTALS	74.2500	1,599.06		329.67		0.00
Number of Periods: 1					NET PAY:	1,269.39
Company Expenses:			FICA-SS: 99.14 FICA-Med: 23.19 FUTA: 0.00			
			MI SUTA-Base Rate: 0.00 MI SUTA-Obligation A: 0.00			

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135 - Michael P. Hershey Check #14864 07/11/14 - 3rd qtr stats h/w						
Gross Pay #1	40.0000	700.00	FICA-SS W/H	69.44		
Overtime	16.0000	420.00	FICA-Med W/H	16.24		
Bonus	0.0000	0.00	Federal W/H	80.60		
			State W/H	34.52		
TOTALS	56.0000	1,120.00		200.80		0.00
Number of Periods: 1					NET PAY:	919.20
Company Expenses:			FICA-SS: 69.44 FICA-Med: 16.24 FUTA: 0.00			
			MI SUTA-Base Rate: 0.00 MI SUTA-Obligation A: 0.00			
135 - Michael P. Hershey Check #14906 07/18/14						
Gross Pay #1	40.0000	700.00	FICA-SS W/H	84.50		
Overtime	25.2500	662.81	FICA-Med W/H	19.76		
Bonus	0.0000	0.00	Federal W/H	117.02		
			State W/H	44.84		
TOTALS	65.2500	1,362.81		266.12		0.00
Number of Periods: 1					NET PAY:	1,096.69
Company Expenses:			FICA-SS: 84.49 FICA-Med: 19.76 FUTA: 0.00			
			MI SUTA-Base Rate: 0.00 MI SUTA-Obligation A: 0.00			
135 - Michael P. Hershey Check #14947 07/25/14						
Gross Pay #1	40.0000	700.00	FICA-SS W/H	104.42		
Overtime	37.5000	984.38	FICA-Med W/H	24.43		
Bonus	0.0000	0.00	Federal W/H	165.25		
			State W/H	58.51		
TOTALS	77.5000	1,684.38		352.61		0.00
Number of Periods: 1					NET PAY:	1,331.77
Company Expenses:			FICA-SS: 104.44 FICA-Med: 24.42 FUTA: 0.00			
			MI SUTA-Base Rate: 0.00 MI SUTA-Obligation A: 0.00			
135 - Michael P. Hershey Check #14990 08/01/14						
Gross Pay #1	40.0000	700.00	FICA-SS W/H	107.69		
Overtime	39.5000	1,036.88	FICA-Med W/H	25.18		
Bonus	0.0000	0.00	Federal W/H	173.13		
			State W/H	60.74		
TOTALS	79.5000	1,736.88		366.74		0.00
Number of Periods: 1					NET PAY:	1,370.14
Company Expenses:			FICA-SS: 107.69 FICA-Med: 25.18 FUTA: 0.00			
			MI SUTA-Base Rate: 0.00 MI SUTA-Obligation A: 0.00			
135 - Michael P. Hershey Check #15033 08/08/14						
Gross Pay #1	40.0000	700.00	FICA-SS W/H	79.20		
Overtime	22.0000	577.50	FICA-Med W/H	18.53		
Bonus	0.0000	0.00	Federal W/H	104.22		
			State W/H	41.22		
TOTALS	62.0000	1,277.50		243.17		0.00
Number of Periods: 1					NET PAY:	1,034.33
Company Expenses:			FICA-SS: 79.21 FICA-Med: 18.52 FUTA: 0.00			
			MI SUTA-Base Rate: 0.00 MI SUTA-Obligation A: 0.00			
135 - Michael P. Hershey Check #15077 08/15/14						
Gross Pay #1	40.0000	700.00	FICA-SS W/H	76.37		
Overtime	20.2500	531.56	FICA-Med W/H	17.85		
Bonus	0.0000	0.00	Federal W/H	97.33		
			State W/H	39.26		
TOTALS	60.2500	1,231.56		230.81		0.00
Number of Periods: 1					NET PAY:	1,000.75
Company Expenses:			FICA-SS: 76.35 FICA-Med: 17.86 FUTA: 0.00			
			MI SUTA-Base Rate: 0.00 MI SUTA-Obligation A: 0.00			

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135 - Michael P. Hershey Check #15122 08/22/14						
Gross Pay #1	40.0000	700.00	FICA-SS W/H	83.27		
Overtime	24.5000	643.13	FICA-Med W/H	19.48		
Bonus	0.0000	0.00	Federal W/H	114.07		
			State W/H	44.01		
TOTALS	64.5000	1,343.13		260.83		0.00
Number of Periods: 1					NET PAY:	1,082.30
Company Expenses:			FICA-SS: 83.27 FICA-Med: 19.48 FUTA: 0.00			
			MI SUTA-Base Rate: 0.00 MI SUTA-Obligation A: 0.00			
135 - Michael P. Hershey Check #15166 08/29/14						
Gross Pay #1	40.0000	720.00	FICA-SS W/H	101.55		
Overtime	34.0000	918.00	FICA-Med W/H	23.75		
Bonus	0.0000	0.00	Federal W/H	158.30		
			State W/H	56.54		
TOTALS	74.0000	1,638.00		340.14		0.00
Number of Periods: 1					NET PAY:	1,297.86
Company Expenses:			FICA-SS: 101.56 FICA-Med: 23.75 FUTA: 0.00			
			MI SUTA-Base Rate: 0.00 MI SUTA-Obligation A: 0.00			
135 - Michael P. Hershey Check #15167 08/29/14						
Gross Pay #1	0.0000	0.00	FICA-SS W/H	3.36		
Overtime	0.0000	0.00	FICA-Med W/H	0.79		
Bonus	0.0000	54.15	Federal W/H	0.00		
			State W/H	0.00		
TOTALS	0.0000	54.15		4.15		0.00
Number of Periods: 1					NET PAY:	50.00
Company Expenses:			FICA-SS: 3.35 FICA-Med: 0.79 FUTA: 0.00			
			MI SUTA-Base Rate: 0.00 MI SUTA-Obligation A: 0.00			
135 - Michael P. Hershey Check #15211 09/05/14						
Gross Pay #1	40.0000	720.00	FICA-SS W/H	80.63		
Overtime	21.5000	580.50	FICA-Med W/H	18.85		
Bonus	0.0000	0.00	Federal W/H	107.67		
			State W/H	42.19		
TOTALS	61.5000	1,300.50		249.34		0.00
Number of Periods: 1					NET PAY:	1,051.16
Company Expenses:			FICA-SS: 80.63 FICA-Med: 18.86 FUTA: 0.00			
			MI SUTA-Base Rate: 0.00 MI SUTA-Obligation A: 0.00			
135 - Michael P. Hershey Check #15254 09/12/14						
Gross Pay #1	40.0000	720.00	FICA-SS W/H	64.31		
Overtime	11.7500	317.25	FICA-Med W/H	15.04		
Bonus	0.0000	0.00	Federal W/H	68.18		
			State W/H	31.01		
TOTALS	51.7500	1,037.25		178.54		0.00
Number of Periods: 1					NET PAY:	858.71
Company Expenses:			FICA-SS: 64.31 FICA-Med: 15.04 FUTA: 0.00			
			MI SUTA-Obligation A: 0.00 MI SUTA-Base Rate: 0.00			
135 - Michael P. Hershey Check #15297 09/19/14						
Gross Pay #1	40.0000	720.00	FICA-SS W/H	101.98		
Overtime	34.2500	924.75	FICA-Med W/H	23.85		
Bonus	0.0000	0.00	Federal W/H	159.31		
			State W/H	56.83		
TOTALS	74.2500	1,644.75		341.97		0.00
Number of Periods: 1					NET PAY:	1,302.78
Company Expenses:			FICA-SS: 101.97 FICA-Med: 23.85 FUTA: 0.00			
			MI SUTA-Base Rate: 0.00 MI SUTA-Obligation A: 0.00			

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135 - Michael P. Hershey Check #15342 09/26/14						
Gross Pay #1	40.0000	720.00	FICA-SS W/H	106.15		
Overtime	36.7500	992.25	FICA-Med W/H	24.83		
Bonus	0.0000	0.00	Federal W/H	169.43		
			State W/H	59.69		
TOTALS	76.7500	1,712.25		360.10		0.00
Number of Periods: 1					NET PAY:	1,352.15
Company Expenses:			FICA-SS: 106.16 FICA-Med: 24.83 FUTA: 0.00			
			MI SUTA-Base Rate: 0.00 MI SUTA-Obligation A: 0.00			
135 - Michael P. Hershey Check #15382 10/03/14 - 3rd PH 2-47 w. 1/2 hr. 1/2 hr.						
Gross Pay #1	40.0000	720.00	FICA-SS W/H	105.74		
Overtime	36.5000	985.50	FICA-Med W/H	24.73		
Bonus	0.0000	0.00	Federal W/H	168.42		
			State W/H	59.41		
TOTALS	76.5000	1,705.50		358.30		0.00
Number of Periods: 1					NET PAY:	1,347.20
Company Expenses:			FICA-SS: 105.74 FICA-Med: 24.73 FUTA: 0.00			
			MI SUTA-Base Rate: 0.00 MI SUTA-Obligation A: 0.00			
135 - Michael P. Hershey Check #15424 10/10/14						
Gross Pay #1	40.0000	720.00	FICA-SS W/H	80.22		
Overtime	21.2500	573.75	FICA-Med W/H	18.76		
Bonus	0.0000	0.00	Federal W/H	106.66		
			State W/H	41.91		
TOTALS	61.2500	1,293.75		247.55		0.00
Number of Periods: 1					NET PAY:	1,046.20
Company Expenses:			FICA-SS: 80.21 FICA-Med: 18.76 FUTA: 0.00			
			MI SUTA-Base Rate: 0.00 MI SUTA-Obligation A: 0.00			
135 - Michael P. Hershey Check #15466 10/17/14						
Gross Pay #1	40.0000	720.00	FICA-SS W/H	105.32		
Overtime	36.2500	978.75	FICA-Med W/H	24.63		
Bonus	0.0000	0.00	Federal W/H	167.41		
			State W/H	59.12		
TOTALS	76.2500	1,698.75		356.48		0.00
Number of Periods: 1					NET PAY:	1,342.27
Company Expenses:			FICA-SS: 105.32 FICA-Med: 24.63 FUTA: 0.00			
			MI SUTA-Base Rate: 0.00 MI SUTA-Obligation A: 0.00			
135 - Michael P. Hershey Check #15508 10/24/14						
Gross Pay #1	40.0000	720.00	FICA-SS W/H	69.34		
Overtime	14.7500	398.25	FICA-Med W/H	16.21		
Bonus	0.0000	0.00	Federal W/H	80.33		
			State W/H	34.45		
TOTALS	54.7500	1,118.25		200.33		0.00
Number of Periods: 1					NET PAY:	917.92
Company Expenses:			FICA-SS: 69.34 FICA-Med: 16.21 FUTA: 0.00			
			MI SUTA-Base Rate: 0.00 MI SUTA-Obligation A: 0.00			
135 - Michael P. Hershey Check #15551 10/31/14						
Gross Pay #1	40.0000	720.00	FICA-SS W/H	103.64		
Overtime	35.2500	951.75	FICA-Med W/H	24.25		
Bonus	0.0000	0.00	Federal W/H	163.36		
			State W/H	57.97		
TOTALS	75.2500	1,671.75		349.22		0.00
Number of Periods: 1					NET PAY:	1,322.53
Company Expenses:			FICA-SS: 103.65 FICA-Med: 24.24 FUTA: 0.00			
			MI SUTA-Base Rate: 0.00 MI SUTA-Obligation A: 0.00			

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135 - Michael P. Hershey Check #15592 11/07/14						
Gross Pay #1	40.0000	720.00	FICA-SS W/H	91.51		
Overtime	28.0000	756.00	FICA-Med W/H	21.40		
Bonus	0.0000	0.00	Federal W/H	134.00		
			State W/H	49.65		
TOTALS	68.0000	1,476.00		296.56		0.00
Number of Periods: 1					NET PAY:	1,179.44
Company Expenses:			FICA-SS: 91.51 FICA-Med: 21.40 FUTA: 0.00			
			MI SUTA-Base Rate: 0.00 MI SUTA-Obligation A: 0.00			
135 - Michael P. Hershey Check #15633 11/14/14						
Gross Pay #1	40.0000	720.00	FICA-SS W/H	90.25		
Overtime	27.2500	735.75	FICA-Med W/H	21.11		
Bonus	0.0000	0.00	Federal W/H	130.96		
			State W/H	48.79		
TOTALS	67.2500	1,455.75		291.11		0.00
Number of Periods: 1					NET PAY:	1,164.64
Company Expenses:			FICA-SS: 90.25 FICA-Med: 21.11 FUTA: 0.00			
			MI SUTA-Base Rate: 0.00 MI SUTA-Obligation A: 0.00			
135 - Michael P. Hershey Check #15675 11/21/14						
Gross Pay #1	40.0000	720.00	FICA-SS W/H	91.93		
Overtime	28.2500	762.75	FICA-Med W/H	21.50		
Bonus	0.0000	0.00	Federal W/H	135.01		
			State W/H	49.94		
TOTALS	68.2500	1,482.75		298.38		0.00
Number of Periods: 1					NET PAY:	1,184.37
Company Expenses:			FICA-SS: 91.93 FICA-Med: 21.50 FUTA: 0.00			
			MI SUTA-Base Rate: 0.00 MI SUTA-Obligation A: 0.00			
135 - Michael P. Hershey Check #15717 11/28/14						
Gross Pay #1	40.0000	720.00	FICA-SS W/H	73.11		
Overtime	17.0000	459.00	FICA-Med W/H	17.09		
Bonus	0.0000	0.00	Federal W/H	89.45		
			State W/H	37.03		
TOTALS	57.0000	1,179.00		216.68		0.00
Number of Periods: 1					NET PAY:	962.32
Company Expenses:			FICA-SS: 73.09 FICA-Med: 17.10 FUTA: 0.00			
			MI SUTA-Base Rate: 0.00 MI SUTA-Obligation A: 0.00			
135 - Michael P. Hershey Check #15761 12/05/14						
Gross Pay #1	32.0000	576.00	FICA-SS W/H	35.71		
Overtime	0.0000	0.00	FICA-Med W/H	8.35		
Bonus	0.0000	0.00	Federal W/H	10.97		
			State W/H	11.40		
TOTALS	32.0000	576.00		66.43		0.00
Number of Periods: 1					NET PAY:	509.57
Company Expenses:			FICA-SS: 35.71 FICA-Med: 8.35 FUTA: 0.00			
			MI SUTA-Base Rate: 0.00 MI SUTA-Obligation A: 0.00			
135 - Michael P. Hershey Check #15800 12/12/14						
Gross Pay #1	40.0000	720.00	FICA-SS W/H	51.75		
Overtime	4.2500	114.75	FICA-Med W/H	12.11		
Bonus	0.0000	0.00	Federal W/H	37.81		
			State W/H	22.40		
TOTALS	44.2500	834.75		124.07		0.00
Number of Periods: 1					NET PAY:	710.68
Company Expenses:			FICA-SS: 51.76 FICA-Med: 12.10 FUTA: 0.00			
			MI SUTA-Base Rate: 0.00 MI SUTA-Obligation A: 0.00			

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Pay Description	Hours	Amount	Withholdings	Amount	Deduction Desc.	Amount
135 - Michael P. Hershey Check #15842 12/19/14						
Gross Pay #1	10.5000	189.00	FICA-SS W/H	11.72		
Overtime	0.0000	0.00	FICA-Med W/H	2.74		
Bonus	0.0000	0.00	Federal W/H	0.00		
			State W/H	0.00		
TOTALS	10.5000	189.00		14.46		0.00
Number of Periods: 1					NET PAY:	174.54
Company Expenses:			FICA-SS: 11.72 FICA-Med: 2.74 FUTA: 0.00			
			MI SUTA-Base Rate: 0.00 MI SUTA-Obligation A: 0.00			
135 - Michael P. Hershey Check #15903 12/23/14						
Gross Pay #1	20.7500	373.50	FICA-SS W/H	23.16		
Overtime	0.0000	0.00	FICA-Med W/H	5.41		
Bonus	0.0000	0.00	Federal W/H	0.00		
			State W/H	2.80		
TOTALS	20.7500	373.50		31.37		0.00
Number of Periods: 1					NET PAY:	342.13
Company Expenses:			FICA-SS: 23.15 FICA-Med: 5.42 FUTA: 0.00			
			MI SUTA-Base Rate: 0.00 MI SUTA-Obligation A: 0.00			
135 - Michael P. Hershey Check #15904 12/23/14						
Gross Pay #1	0.0000	0.00	FICA-SS W/H	67.14		
Overtime	0.0000	0.00	FICA-Med W/H	15.70		
Bonus	0.0000	1,082.84	Federal W/H	0.00		
			State W/H	0.00		
TOTALS	0.0000	1,082.84		82.84		0.00
Number of Periods: 1					NET PAY:	1,000.00
Company Expenses:			FICA-SS: 67.14 FICA-Med: 15.70 FUTA: 0.00			
			MI SUTA-Base Rate: 0.00 MI SUTA-Obligation A: 0.00			
135 - Michael P. Hershey Check #15958 12/30/14						
Gross Pay #1	11.0000	198.00	FICA-SS W/H	12.27		
Overtime	0.0000	0.00	FICA-Med W/H	2.88		
Bonus	0.0000	0.00	Federal W/H	0.00		
			State W/H	0.00		
TOTALS	11.0000	198.00		15.15		0.00
Number of Periods: 1					NET PAY:	182.85
Company Expenses:			FICA-SS: 12.28 FICA-Med: 2.87 FUTA: 0.00			
			MI SUTA-Base Rate: 0.00 MI SUTA-Obligation A: 0.00			
135 - Michael P. Hershey Check #16025 01/16/15						
Gross Pay #1	10.0000	180.00	FICA-SS W/H	11.16		
Overtime	0.0000	0.00	FICA-Med W/H	2.61		
Bonus	0.0000	0.00	Federal W/H	0.00		
			State W/H	0.00		
TOTALS	10.0000	180.00		13.77		0.00
Number of Periods: 1					NET PAY:	166.23
Company Expenses:			FICA-SS: 11.16 FICA-Med: 2.61 FUTA: 1.08			
			MI SUTA-Base Rate: 18.54 MI SUTA-Obligation A: 4.05			
135 - Michael P. Hershey Check #16095 01/30/15						
Gross Pay #1	9.7500	175.50	FICA-SS W/H	10.89		
Overtime	0.0000	0.00	FICA-Med W/H	2.54		
Bonus	0.0000	0.00	Federal W/H	0.00		
			State W/H	0.00		
TOTALS	9.7500	175.50		13.43		0.00
Number of Periods: 1					NET PAY:	162.07
Company Expenses:			FICA-SS: 10.89 FICA-Med: 2.54 FUTA: 1.05			
			MI SUTA-Base Rate: 18.08 MI SUTA-Obligation A: 3.95			

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Pay Description	Hours	Amount	Withholdings	Amount	Deduction Desc.	Amount
135 - Michael P. Hershey Check #16170 02/13/15						
Gross Pay #1	12.7500	229.50	FICA-SS W/H	14.22		
Overtime	0.0000	0.00	FICA-Med W/H	3.33		
Bonus	0.0000	0.00	Federal W/H	0.00		
			State W/H	0.00		
TOTALS	12.7500	229.50		17.55		0.00
Number of Periods: 1					NET PAY:	211.95
Company Expenses:			FICA-SS: 14.23 FICA-Med: 3.33 FUTA: 1.38			
			MI SUTA-Base Rate: 23.64 MI SUTA-Obligation A: 5.51			
135 - Michael P. Hershey Check #16210 02/20/15						
Gross Pay #1	10.0000	180.00	FICA-SS W/H	11.16		
Overtime	0.0000	0.00	FICA-Med W/H	2.61		
Bonus	0.0000	0.00	Federal W/H	0.00		
			State W/H	0.00		
TOTALS	10.0000	180.00		13.77		0.00
Number of Periods: 1					NET PAY:	166.23
Company Expenses:			FICA-SS: 11.16 FICA-Med: 2.61 FUTA: 1.08			
			MI SUTA-Base Rate: 18.54 MI SUTA-Obligation A: 4.32			

All checkbooks
01/01/14-12/22/15**CALO & SONS CONSTRUCTION, INC.**
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Pay Description	Hours	Amount	Withholdings	Amount	Deduction Desc.	Amount
Company Totals Number of Checks: 56						
Gross Pay #1	1,714.7500	30,249.75	FICA-SS W/H	3,411.23		
Overtime	864.7500	22,983.41	FICA-Med W/H	797.79		
Bonus	0.0000	1,786.69	Federal W/H	4,135.81		
			State W/H	1,621.64		
TOTALS	2,579.5000	55,019.85		9,966.47		0.00
NET PAY:						45,053.38
Company Expenses:						
FICA-SS: 3,411.25 FICA-Med: 797.78 FUTA: 46.61						
MI SUTA-Base Rate: 1,057.31 MI SUTA-Obligation A: 227.24						



Board of Road Commissioners

*Ronald J. Fowkes
Commissioner*

*Gregory C. Jamian
Commissioner*

*Eric S. Wilson
Commissioner*

*Dennis G. Kolar, P.E.
Managing Director*

*Gary Piotrowicz, P.E., P.T.O.E.
Deputy Managing Director
County Highway Engineer*

December 23, 2015

Steven A. Wright
13854 Simone Drive
Shelby Township, MI 48315

**RE: Request for documents pertaining Michael Hershey
CASE: 07-CA-102517**

Dear Mr. Wright:

This is in response to your December 11, 2015 Subpoena in the above-captioned matter, which was received by the Road Commission for Oakland County (RCOC) on December 15, 2015.

Attached are records relating to Mr. Hershey's benefit elections and payment history for years of 2014 & 2015 to date, as requested. If there is any further you need assistance with, please contact Matthew R. Willson in our Legal Department at 248-645-2000, ext. 2249.

Sincerely,

A handwritten signature in cursive script, appearing to read "P. Wierzbicki".

Patricia Z. Wierzbicki
Deputy-Secretary/Clerk of the Board

PZW/lda
Attachments

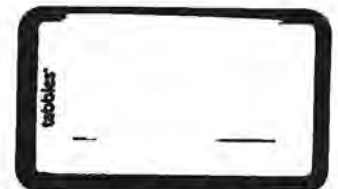
Clerk of the Board

31001 Lahser Road
Beverly Hills, MI 48025

248-645-2000

FAX
248-645-5107

www.rcocweb.org



RECEIVED DEC 30 2015



2015 - 2016 Confirmation Statement

Michael Hershey
4645 Pinedale Dr
Clarkston, MI 48346

Plan Period: 09/01/2015 - 08/31/2016
Birth Date:
Hire Date: 11/23/2015

Workers Compensation Authorization Effective: 11/23/2015-08/31/2016**Per Pay Pricetag**

Yes, I agree with the terms and conditions listed above.

Medical Effective: 01/01/2016-08/31/2016**Per Pay Pricetag**

You elected BCBSM PPO 12, Family coverage.

\$173.00

Health Flexible Spending Account Effective: 01/01/2016-08/31/2016**Per Pay Pricetag**

You elected to contribute \$20.00 each pay period [\$360.00 this Plan Period] to this account.

\$20.00

Dependent Care Flexible Spending Account Effective: 01/01/2016-08/31/2016**Per Pay Pricetag**

You have elected not to contribute to this account.

\$0.00

Supplemental Employee Life/AD&D Effective: 03/01/2016-08/31/2016**Per Pay Pricetag**

You elected \$10,000.

\$2.30

Supplemental Spouse Life Effective: 03/01/2016-08/31/2016**Per Pay Pricetag**

You elected \$5,000, Spouse coverage.

\$0.39

Supplemental Child Life Effective: 03/01/2016-08/31/2016**Per Pay Pricetag**

You elected Waive Coverage.

\$0.00

Aflac Group Disability Advantage Plan Effective: 03/01/2016-08/31/2016**Per Pay Pricetag**

You elected Waive Coverage (Accident: 30 Days - Sickness: 30 Days - Maximum Benefit Period: 12 Months).

\$0.00

Aflac Group Employee Critical Illness Effective: 03/01/2016-08/31/2016**Per Pay Pricetag**

You elected Waive Coverage.

\$0.00

Aflac Group Spouse Critical Illness Effective: 03/01/2016-08/31/2016**Per Pay Pricetag**

You elected Waive Coverage.

\$0.00

Aflac Group Accident Advantage Plus Effective: 03/01/2016-08/31/2016**Per Pay Pricetag**

You elected Waive Coverage.

\$0.00

Aflac Group Hospital Indemnity Plan 1 Effective: 03/01/2016-08/31/2016**Per Pay Pricetag**

You elected Waive Coverage.

\$0.00

ADDING IT ALL UP**Total Spent \$195.69**

Dependents

<u>Name</u>	<u>DOB</u>	<u>Relationship</u>	<u>Medical Effective</u>	<u>Dental Effective</u>
Hershey		Spouse	Yes: 01/01/2016	No
Hershey		Child	Yes: 01/01/2016	No
Hershey		Child	Yes: 01/01/2016	No

Beneficiaries

Benefit: Supplemental Employee Life/AD&D

<u>Designation</u>	<u>Type</u>	<u>Name</u>	<u>Relationship</u>	<u>Share</u>
Primary	Individual	Hershey	Spouse	100%

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ROAD COMMISSION FOR OAKLAND CO
 Historical Payroll Register
 Summary per Check Date
 Employees Sorted by Alpha Name

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 Page: 1
 Date From: 3/5/2016
 Date Thru: 8/5/2016

Pay Code	Description	Current Hours	Current Dollars	YTD Dollars	YTD Hours	DBA Code	Description	Add'l Tax Code	Current Amount	YTD Amount	Current Taxable Amount	YTD Taxable Amount
Tax ID Emp Number Employee Name												
139293 HERSHEY, MICHAEL												
1	Regular Pay	77.00	1,414.81	7,826.32	420.25	***	Gross Wages		1,966.07	12,554.12		
5	Overtime	13.50	480.13	3,651.38	103.75		Federal Income Tax		66.19	535.61	1,608.09	10,486.84
103	Holiday			829.92	48.00		FICA Withheld		109.45	712.45	1,765.37	11,491.18
108	Work Hr Lmt	3.00	71.13	160.05	6.75		Medicare Withheld		25.60	166.62	1,765.37	11,491.18
200	Training			86.45	5.00		MI State Withholding		42.19	288.77	1,608.09	10,486.84
6520	Imputed Lf			2.76		1844	92PPO12 FAM		173.00	1,038.00		
6530	Health Savin		50.00	300.00		1900	Med Reimb		27.70	27.70		
6540	DC Pen Match		19.66	125.54		3150	DB Pension		117.96	753.26		
						3250	DC Pension		39.32	251.08		
						3900	INGSUPEMPLIF		2.30	2.30		
						3901	INGSUPSPSLIF		.39	.39		
Current Employee: HERSHEY, MICHAEL						Check Date: 3/18/2016						
***	Total Pay/Hours	Gross:	93.50	1,966.07	12,554.12	583.75	*** Total Employee Deductions		604.10	3,776.18		
		Taxbl:		1,608.09	10,486.84		*** Total Employer Deductions					
							*** Net Pay		1,361.97	8,777.94		
1	Regular Pay	70.00	1,261.66	9,087.98	490.25	***	Gross Wages		1,434.56	13,988.68		
5	Overtime			3,651.38	103.75		Federal Income Tax		17.39	553.00	1,120.02	11,606.86
103	Holiday	8.00	138.32	968.24	56.00		FICA Withheld		76.56	789.01	1,234.78	12,725.96
108	Work Hr Lmt			160.05	6.75		Medicare Withheld		17.91	184.53	1,234.78	12,725.96
200	Training	2.00	34.58	121.03	7.00		MI State Withholding		21.45	310.22	1,120.02	11,606.86
6520	Imputed Lf		.92	3.68		1844	92PPO12 FAM		173.00	1,211.00		
6530	Health Savin		50.00	350.00		1900	Med Reimb		27.70	55.40		
6540	DC Pen Match		14.35	139.89		3150	DB Pension		86.07	839.33		
						3250	DC Pension		28.69	279.77		
						3900	INGSUPEMPLIF		2.30	4.60		
						3901	INGSUPSPSLIF		.39	.78		
Current Employee: HERSHEY, MICHAEL						Check Date: 4/1/2016						
***	Total Pay/Hours	Gross:	80.00	1,434.56	13,988.68	663.75	*** Total Employee Deductions		451.46	4,227.64		
		Taxbl:		1,120.02	11,606.86		*** Total Employer Deductions					
							*** Net Pay		983.10	9,761.04		

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ROAD COMMISSION FOR OAKLAND CO
 Historical Payroll Register
 Summary per Check Date
 Employees Sorted by Alpha Name

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 Date From: 3/5/2016
 Date Thru: 8/5/2016

Pay Code	Description	Current Hours	Current Dollars	YTD Dollars	YTD Hours	DBA Code	Description	Add'l Tax Code	Current Amount	YTD Amount	Current Taxable Amount	YTD Taxable Amount
1	Regular Pay	80.00	1,434.56	10,522.54	570.25	***	Gross Wages		1,674.63	15,663.31		
5	Overtime	6.75	240.07	3,891.45	110.50		Federal Income Tax		39.38	592.38	1,339.96	12,946.82
103	Holiday			968.24	56.00		FICA Withheld		91.38	880.39	1,473.93	14,199.89
108	Work Hr Lmt			160.05	6.75		Medicare Withheld		21.37	205.90	1,473.93	14,199.89
200	Training			121.03	7.00		MI State Withholding		30.79	341.01	1,339.96	12,946.82
6520	Imputed Lf			3.68		1844	92PPO12 FAM		173.00	1,384.00		
6530	Health Savin		50.00	400.00		1900	Med Reimb		27.70	83.10		
6540	DC Pen Match		16.75	156.64		3150	DB Pension		100.48	939.81		
						3250	DC Pension		33.49	313.26		
						3900	INGSUPEMPLIF		2.30	6.90		
						3901	INGSUPSPSLIF		.39	1.17		

Current Employee: HERSHEY, MICHAEL

Check Date: 4/15/2016

*** Total Pay/Hours	Gross:	86.75	1,674.63	15,663.31	750.50	*** Total Employee Deductions	520.28	4,747.92
	Taxbl:		1,339.96	12,946.82		*** Total Employer Deductions		
						*** Net Pay	1,154.35	10,915.39

1	Regular Pay	76.00	1,314.04	11,836.58	646.25	***	Gross Wages		2,089.93	17,753.24		
5	Overtime	27.25	706.73	4,598.18	137.75		Federal Income Tax		80.90	673.28	1,722.03	14,668.85
103	Holiday			968.24	56.00		FICA Withheld		117.14	997.53	1,889.23	16,089.12
108	Work Hr Lmt			160.05	6.75		Medicare Withheld		27.39	233.29	1,889.23	16,089.12
173	Late < 7 min	.07			.07		MI State Withholding		47.03	388.04	1,722.03	14,668.85
200	Training	1.00	17.29	138.32	8.00	1844	92PPO12 FAM		173.00	1,557.00		
205	Req Duty/Mtg	3.00	51.87	51.87	3.00	1900	Med Reimb		27.70	110.80		
6520	Imputed Lf			3.68		3150	DB Pension		125.40	1,065.21		
6530	Health Savin		50.00	450.00		3250	DC Pension		41.80	355.06		
6540	DC Pen Match		20.90	177.54		3900	INGSUPEMPLIF		2.30	9.20		
						3901	INGSUPSPSLIF		.39	1.56		

Current Employee: HERSHEY, MICHAEL

Check Date: 4/29/2016

*** Total Pay/Hours	Gross:	107.32	2,089.93	17,753.24	857.82	*** Total Employee Deductions	643.05	5,390.97
	Taxbl:		1,722.03	14,668.85		*** Total Employer Deductions		
						*** Net Pay	1,446.88	12,362.27

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ROAD COMMISSION FOR OAKLAND CO
 Historical Payroll Register
 Summary per Check Date
 Employees Sorted by Alpha Name

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 Page: 3
 Date From: 3/5/2016
 Date Thru: 8/5/2016

Pay Code	Description	Current Hours	Current Dollars	YTD Dollars	YTD Hours	DBA Code	Description	Add'l Tax Code	Current Amount	YTD Amount	Current Taxable Amount	YTD Taxable Amount
1	Regular Pay	80.00	1,383.20	13,219.78	726.25	***	Gross Wages		1,785.19	19,538.43		
5	Overtime	15.50	401.99	5,000.17	153.25		Federal Income Tax		49.64	722.92	1,442.60	16,111.45
103	Holiday			968.24	56.00		FICA Withheld		98.29	1,095.82	1,585.41	17,674.53
108	Work Hr Lmt			160.05	6.75		Medicare Withheld		22.99	256.28	1,585.41	17,674.53
173	Late < 7 min				.07		MI State Withholding		35.16	423.20	1,442.60	16,111.45
200	Training			138.32	8.00	1844	92PPO12 FAM		173.00	1,730.00		
205	Req Duty/Mig			51.87	3.00	1900	Med Reimb		27.70	138.50		
6520	Imputed Lf		.92	4.60		3150	DB Pension		107.11	1,172.32		
6530	Health Savin		50.00	500.00		3250	DC Pension		35.70	390.76		
6540	DC Pen Match		17.85	195.39		3900	INGSUPEMPLIF		2.30	11.50		
						3901	INGSUPSPSLIF		.39	1.95		

Current Employee: HERSHEY, MICHAEL

Check Date: 5/13/2016

*** Total Pay/Hours	Gross:	95.50	1,785.19	19,538.43	953.32	*** Total Employee Deductions	552.28	5,943.25
	Taxbl:		1,442.60	16,111.45		*** Total Employer Deductions		
						*** Net Pay	1,232.91	13,595.18

1	Regular Pay	80.00	1,383.20	14,602.98	806.25	***	Gross Wages		1,707.39	21,245.82		
5	Overtime	12.50	324.19	5,324.36	165.75		Federal Income Tax		42.39	765.31	1,370.10	17,481.55
103	Holiday			968.24	56.00		FICA Withheld		93.42	1,189.24	1,506.69	19,181.22
108	Work Hr Lmt			160.05	6.75		Medicare Withheld		21.85	278.13	1,506.69	19,181.22
173	Late < 7 min				.07		MI State Withholding		32.08	455.28	1,370.10	17,481.55
200	Training			138.32	8.00	1844	92PPO12 FAM		173.00	1,903.00		
205	Req Duty/Mig			51.87	3.00	1900	Med Reimb		27.70	166.20		
6520	Imputed Lf			4.60		3150	DB Pension		102.44	1,274.76		
6530	Health Savin		50.00	550.00		3250	DC Pension		34.15	424.91		
6540	DC Pen Match		17.07	212.46		3900	INGSUPEMPLIF		2.30	13.80		
						3901	INGSUPSPSLIF		.39	2.34		

Current Employee: HERSHEY, MICHAEL

Check Date: 5/27/2016

*** Total Pay/Hours	Gross:	92.50	1,707.39	21,245.82	1,045.82	*** Total Employee Deductions	529.72	6,472.97
	Taxbl:		1,370.10	17,481.55		*** Total Employer Deductions		
						*** Net Pay	1,177.67	14,772.85

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ROAD COMMISSION FOR OAKLAND CO
 Historical Payroll Register
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 Employees Sorted by Alpha Name

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Pay Code	Description	Current Hours	Current Dollars	YTD Dollars	YTD Hours	DBA Code	Description	Add'l Tax Code	Current Amount	YTD Amount	Current Taxable Amount	YTD Taxable Amount
1	Regular Pay	72.00	1,244.88	15,847.86	878.25	***	Gross Wages		1,422.10	22,667.92		
5	Overtime	1.50	38.90	5,363.26	167.25		Federal Income Tax		16.24	781.55	1,108.55	18,590.10
103	Holiday	8.00	138.32	1,106.56	64.00		FICA Withheld		75.78	1,265.02	1,222.32	20,403.54
108	Work Hr Lmt			160.05	6.75		Medicare Withheld		17.72	295.85	1,222.32	20,403.54
173	Late < 7 min	.07			.14		MI State Withholding		20.96	476.24	1,108.55	18,590.10
200	Training			138.32	8.00	1844	92PPO12 FAM		173.00	2,076.00		
205	Req Duty/Mtg			51.87	3.00	1900	Med Reimb		27.70	193.90		
6520	Imputed Lf		.92	5.52		3150	DB Pension		85.33	1,360.09		
6530	Health Savin		50.00	600.00		3250	DC Pension		28.44	453.35		
6540	DC Pen Match		14.22	226.68		3900	INGSUPEMPLIF		2.30	16.10		
						3901	INGSUPSPSLIF		.39	2.73		
Current Employee: HERSHEY, MICHAEL							Check Date: 6/10/2016					
***	Total Pay/Hours	Gross: 81.57	1,422.10	22,667.92	1,127.39	***	Total Employee Deductions		447.86	6,920.83		
		Taxbl: 1,108.55		18,590.10		***	Total Employer Deductions					
						***	Net Pay		974.24	15,747.09		

1	Regular Pay	75.50	1,327.88	17,175.74	953.75	***	Gross Wages		1,405.69	24,073.61		
5	Overtime			5,363.26	167.25		Federal Income Tax		14.64	796.19	1,092.54	19,682.64
103	Holiday			1,106.56	64.00		FICA Withheld		74.71	1,339.73	1,204.99	21,608.53
108	Work Hr Lmt			160.05	6.75		Medicare Withheld		17.47	313.32	1,204.99	21,608.53
173	Late < 7 min				.14		MI State Withholding		20.28	496.52	1,092.54	19,682.64
200	Training	4.50	77.81	216.13	12.50	1844	92PPO12 FAM		173.00	2,249.00		
205	Req Duty/Mtg			51.87	3.00	1900	Med Reimb		27.70	221.60		
6520	Imputed Lf			5.52		3150	DB Pension		84.34	1,444.43		
6530	Health Savin		50.00	650.00		3250	DC Pension		28.11	481.46		
6540	DC Pen Match		14.86	240.74		3900	INGSUPEMPLIF		2.30	18.40		
						3901	INGSUPSPSLIF		.39	3.12		
Current Employee: HERSHEY, MICHAEL							Check Date: 6/24/2016					
***	Total Pay/Hours	Gross: 80.00	1,405.69	24,073.61	1,207.39	***	Total Employee Deductions		442.94	7,363.77		
		Taxbl: 1,092.54		19,682.64		***	Total Employer Deductions					
						***	Net Pay		962.75	16,709.84		

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ROAD COMMISSION FOR OAKLAND CO
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Pay Code	Description	Current Hours	Current Dollars	YTD Dollars	YTD Hours	DBA Code	Description	Add'l Tax Code	Current Amount	YTD Amount	Current Taxable Amount	YTD Taxable Amount
1	Regular Pay	71.50	1,236.24	18,411.98	1,025.25	***	Gross Wages		1,383.21	25,456.82		
5	Overtime			5,363.26	167.25		Federal Income Tax		12.66	808.85	1,072.78	20,755.42
103	Holiday			1,106.56	64.00		FICA Withheld		73.37	1,413.10	1,183.43	22,791.96
105	Vacation	8.00	138.32	138.32	8.00		Medicare Withheld		17.16	330.48	1,183.43	22,791.96
108	Work Hr Lmt			160.05	6.75		MI State Withholding		19.44	515.96	1,072.78	20,755.42
173	Late < 7 min				.14	1844	92PPO12 FAM		173.00	2,422.00		
200	Training			216.13	12.50	1900	Med Reimb		27.70	249.30		
205	Req Duty/Mtg	.50	8.65	60.52	3.50	3150	DB Pension		82.99	1,527.42		
6520	Imputed Lf		.92	6.44		3250	DC Pension		27.66	509.12		
6530	Health Savin		50.00	700.00		3900	INGSUPEMPLIF		2.30	20.70		
6540	DC Pen Match		13.83	254.57		3901	INGSUPSPSLIF		.39	3.51		

Current Employee: HERSHEY, MICHAEL

Check Date: 7/8/2016

*** Total Pay/Hours	Gross:	80.00	1,383.21	25,456.82	1,287.39	*** Total Employee Deductions	436.67	7,800.44
	Taxbl:		1,072.78	20,755.42		*** Total Employer Deductions		
					*** Net Pay	946.54	17,656.38	

1	Regular Pay	53.00	967.75	19,379.73	1,078.25	***	Gross Wages		1,434.58	26,891.40		
5	Overtime			5,363.26	167.25		Federal Income Tax		17.30	826.15	1,119.12	21,874.54
103	Holiday	8.00	138.32	1,244.88	72.00		FICA Withheld		76.50	1,489.60	1,233.88	24,025.84
105	Vacation	8.00	138.32	276.64	16.00		Medicare Withheld		17.89	348.37	1,233.88	24,025.84
108	Work Hr Lmt			160.05	6.75		MI State Withholding		21.41	537.37	1,119.12	21,874.54
173	Late < 7 min				.14	1844	92PPO12 FAM		173.00	2,595.00		
200	Training	8.00	138.32	354.45	20.50	1900	Med Reimb		27.70	277.00		
205	Req Duty/Mtg	3.00	51.87	112.39	6.50	3150	DB Pension		86.07	1,613.49		
6520	Imputed Lf			6.44		3250	DC Pension		28.69	537.81		
6530	Health Savin		50.00	750.00		3900	INGSUPEMPLIF		2.30	23.00		
6540	DC Pen Match		14.35	268.92		3901	INGSUPSPSLIF		.39	3.90		

Current Employee: HERSHEY, MICHAEL

Check Date: 7/22/2016

*** Total Pay/Hours	Gross:	80.00	1,434.58	26,891.40	1,367.39	*** Total Employee Deductions	451.25	8,251.69
	Taxbl:		1,119.12	21,874.54		*** Total Employer Deductions		
					*** Net Pay	983.33	18,639.71	

1	Regular Pay	77.75	1,344.31	20,724.04	1,156.00	***	Gross Wages		1,383.21	28,274.61		
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ROAD COMMISSION FOR OAKLAND CO
Historical Payroll Register
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Pay Code	Description	Current Hours	Current Dollars	YTD Dollars	YTD Hours	DBA Code	Description	Add'l Tax Code	Current Amount	YTD Amount	Current Taxable Amount	YTD Taxable Amount
5	Overtime			5,363.26	167.25		Federal Income Tax		12.66	838.81	1,072.78	22,947.32
103	Holiday			1,244.88	72.00		FICA Withheld		73.37	1,562.97	1,183.43	25,209.27
105	Vacation			276.64	16.00		Medicare Withheld		17.16	365.53	1,183.43	25,209.27
108	Work Hr Lmt			160.05	6.75		MI State Withholding		19.44	556.81	1,072.78	22,947.32
168	Sick	1.25	21.61	21.61	1.25	1844	92PPO12 FAM		173.00	2,768.00		
173	Late < 7 min				.14	1900	Med Reimb		27.70	304.70		
200	Training	1.00	17.29	371.74	21.50	3150	DB Pension		82.99	1,696.48		
205	Req Duty/Mig			112.39	6.50	3250	DC Pension		27.66	565.47		
6520	Imputed LI		.92	7.36		3900	INGSUPEMPLIF		2.30	25.30		
6530	Health Savin		50.00	800.00		3901	INGSUPSPSLIF		.39	4.29		
6540	DC Pen Match		13.83	282.75								
Current Employee: HERSHEY, MICHAEL							Check Date: 8/5/2016					
*** Total Pay/Hours		Gross: 80.00	1,383.21	28,274.61	1,447.39	*** Total Employee Deductions			436.67	8,688.36		
		Taxbl:	1,072.78	22,947.32		*** Total Employer Deductions						
						*** Net Pay			946.54	19,586.25		

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ROAD COMMISSION FOR OAKLAND CO
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Pay Code	Description	Current Hours	Current Dollars	YTD Dollars	YTD Hours	DBA Code	Description	Add'l Tax Code	Current Amount	YTD Amount	Current Taxable Amount	YTD Taxable Amount
Report Grand Totals												
1	Regular Pay	812.75	14,312.53	20,724.04	1,156.00	***	Gross Wages		17,686.56	28,274.61		
5	Overtime	77.00	2,192.01	5,363.26	167.25		Federal Income Tax		369.39	838.81	14,068.57	22,947.32
103	Holiday	24.00	414.96	1,244.88	72.00		FICA Withheld		959.97	1,562.97	15,483.46	25,209.27
105	Vacation	16.00	276.64	276.64	16.00		Medicare Withheld		224.51	365.53	15,483.46	25,209.27
108	Work Hr Lmt	3.00	71.13	160.05	6.75		MI State Withholding		310.23	556.81	14,068.57	22,947.32
168	Sick	1.25	21.61	21.61	1.25	1844	92PPO12 FAM		1,903.00	2,768.00		
173	Late < 7 min	.14			.14	1900	Med Reimb		304.70	304.70		
200	Training	16.50	285.29	371.74	21.50	3150	DB Pension		1,061.18	1,696.48		
205	Req Duty/Mtg	6.50	112.39	112.39	6.50	3250	DC Pension		353.71	565.47		
6520	Imputed LI		4.60	7.36		3900	INGSUPEMPLIF		25.30	25.30		
6530	Health Savin		550.00	800.00		3901	INGSUPSPSLIF		4.29	4.29		
6540	DC Pen Match		176.87	282.75								
***	Total Pay/Hours											
	Gross:	957.14	17,686.56	28,274.61	1,447.39	***	Total Employee Deductions		5,516.28	8,688.36		
	Taxbl:		14,068.57	22,947.32		***	Total Employer Deductions					
						***	Net Pay		12,170.28	19,586.25		

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ROAD COMMISSION FOR OAKLAND CO
Historical Payroll Register
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Pay Code	Description	Current Hours	Current Dollars	YTD Dollars	YTD Hours	DBA Code	Description	Add'l Tax Code	Current Amount	YTD Amount	Current Taxable Amount	YTD Taxable Amount
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ROAD COMMISSION I AKLAND CO
 Historical Payroll Register
 Summary per Check Date
 Employees Sorted by Alpha Name

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 Page 1
 Date From: 1/1/2016
 Date Thru: 12/31/2016

Pay Code	Description	Current Hours	Current Dollars	YTD Dollars	YTD Hours	DBA Code	Description	Add'l Tax Code	Current Amount	YTD Amount	Current Taxable Amount	YTD Taxable Amount
Tax ID		Emp Number	Employee Name									
		139293	HERSHEY, MICHAEL									
1	Regular Pay	48.00	881.28	881.28	48.00	***	Gross Wages		1,719.09	1,719.09		
5	Overtime	8.00	284.53	284.53	8.00		Federal Income Tax		46.33	46.33	1,409.48	1,409.48
103	Holiday	32.00	553.28	553.28	32.00		FICA Withheld		95.91	95.91	1,547.01	1,547.01
6520	Imputed Lf		.92	.92			Medicare Withheld		22.43	22.43	1,547.01	1,547.01
6530	Health Savin		50.00	50.00			MI State Withholding		33.75	33.75	1,409.48	1,409.48
6540	DC Pen Match		17.19	17.19			1844 92PPO12 FAM		173.00	173.00		
							3150 DB Pension		103.15	103.15		
							3250 DC Pension		34.38	34.38		

Current Employee: HERSHEY, MICHAEL

Check Date: 1/8/2016

*** Total Pay/Hours	Gross:	88.00	1,719.09	1,719.09	88.00	*** Total Employee Deductions	508.95	508.95
	Taxbl:		1,409.48	1,409.48		*** Total Employer Deductions		
						*** Net Pay	1,210.14	1,210.14

1	Regular Pay	79.75	1,480.01	2,361.29	127.75	***	Gross Wages		2,727.77	4,446.86		
5	Overtime	36.00	1,241.83	1,526.36	44.00		Federal Income Tax		173.08	219.41	2,336.54	3,746.02
103	Holiday			553.28	32.00		FICA Withheld		158.40	254.31	2,554.77	4,101.78
108	Work Hr Lmt	25	5.93	5.93	25		Medicare Withheld		37.05	59.48	2,554.77	4,101.78
6520	Imputed Lf			.92			MI State Withholding		73.15	106.90	2,336.54	3,746.02
6530	Health Savin		50.00	100.00			1844 92PPO12 FAM		173.00	346.00		
6540	DC Pen Match		27.28	44.47			3150 DB Pension		163.67	266.82		
							3250 DC Pension		54.56	88.94		

Current Employee: HERSHEY, MICHAEL

Check Date: 1/22/2016

*** Total Pay/Hours	Gross:	116.00	2,727.77	4,446.86	204.00	*** Total Employee Deductions	832.91	1,341.86
	Taxbl:		2,336.54	3,746.02		*** Total Employer Deductions		
						*** Net Pay	1,894.86	3,105.00

1	Regular Pay	72.00	1,296.25	3,657.54	199.75	***	Gross Wages		1,719.09	6,165.95		
5	Overtime	8.00	284.52	1,810.88	52.00		Federal Income Tax		46.33	265.74	1,409.48	5,155.50
103	Holiday	8.00	138.32	691.60	40.00		FICA Withheld		95.91	350.22	1,547.01	5,648.79
108	Work Hr Lmt			5.93	25		Medicare Withheld		22.43	81.91	1,547.01	5,648.79

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Pay Code	Description	Current Hours	Current Dollars	YTD Dollars	YTD Hours	DBA Code	Description	Add'l Tax Code	Current Amount	YTD Amount	Current Taxable Amount	YTD Taxable Amount
6520	Imputed Lf		.92	1.84			MI State Withholding		33.75	140.65	1,409.48	5,155.50
6530	Health Savin		50.00	150.00		1844	92PPO12 FAM		173.00	519.00		
6540	DC Pen Match		17.19	61.66		3150	DB Pension		103.15	369.97		
						3250	DC Pension		34.38	123.32		
Current Employee: HERSHEY, MICHAEL						Check Date: 2/5/2016						
*** Total Pay/Hours	Gross:	88.00	1,719.09	6,165.95	292.00	*** Total Employee Deductions			508.95	1,850.81		
	Taxbl:		1,409.48	5,155.50		*** Total Employer Deductions						
						*** Net Pay			1,210.14	4,315.14		

1 Regular Pay	76.50	1,390.10	5,047.64	276.25	*** Gross Wages	2,246.63	8,412.58				
5 Overtime	21.75	773.54	2,584.42	73.75	Federal Income Tax	106.68	372.42	1,893.90	7,049.40		
103 Holiday			691.60	40.00	FICA Withheld	128.57	478.79	2,073.63	7,722.42		
108 Work Hr Lmt	3.50	82.99	88.92	3.75	Medicare Withheld	30.07	111.98	2,073.63	7,722.42		
6520 Imputed Lf			1.84		MI State Withholding	54.34	194.99	1,893.90	7,049.40		
6530 Health Savin		50.00	200.00		1844 92PPO12 FAM	173.00	692.00				
6540 DC Pen Match		22.47	84.13		3150 DB Pension	134.80	504.77				
					3250 DC Pension	44.93	168.25				
Current Employee: HERSHEY, MICHAEL						Check Date: 2/19/2016					
*** Total Pay/Hours	Gross:	101.75	2,246.63	8,412.58	393.75	*** Total Employee Deductions	672.39	2,523.20			
	Taxbl:		1,893.90	7,049.40		*** Total Employer Deductions					
					*** Net Pay	1,574.24	5,889.38				

1 Regular Pay	67.00	1,363.87	6,411.51	343.25	*** Gross Wages	2,175.47	10,588.05				
5 Overtime	16.50	586.83	3,171.25	90.25	Federal Income Tax	97.00	469.42	1,829.35	8,878.75		
103 Holiday	8.00	138.32	829.92	48.00	FICA Withheld	124.21	603.00	2,003.39	9,725.81		
108 Work Hr Lmt			88.92	3.75	Medicare Withheld	29.04	141.02	2,003.39	9,725.81		
200 Training	5.00	86.45	86.45	5.00	MI State Withholding	51.59	246.58	1,829.35	8,878.75		
6520 Imputed Lf		.92	2.76		1844 92PPO12 FAM	173.00	865.00				
6530 Health Savin		50.00	250.00		3150 DB Pension	130.53	635.30				
6540 DC Pen Match		21.75	105.88		3250 DC Pension	43.51	211.76				
Current Employee: HERSHEY, MICHAEL						Check Date: 3/4/2016					
*** Total Pay/Hours	Gross:	96.50	2,175.47	10,588.05	490.25	*** Total Employee Deductions	648.88	3,172.08			
	Taxbl:		1,829.35	8,878.75		*** Total Employer Deductions					

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Pay Code	Description	Current Hours	Current Dollars	YTD Dollars	YTD Hours	DBA Code	Description	Add'l Tax Code	Current Amount	YTD Amount	Current Taxable Amount	YTD Taxable Amount
							*** Net Pay		1,526.59	7,415.97		

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Pay Code	Description	Current Hours	Current Dollars	YTD Dollars	YTD Hours	DBA Code	Description	Add'l Tax Code	Current Amount	YTD Amount	Current Taxable Amount	YTD Taxable Amount
Report Grand Totals												
1	Regular Pay	343.25	6,411.51	6,411.51	343.25	***	Gross Wages		10,588.05	10,588.05		
5	Overtime	90.25	3,171.25	3,171.25	90.25		Federal Income Tax		469.42	469.42	8,878.75	8,878.75
103	Holiday	48.00	829.92	829.92	48.00		FICA Withheld		603.00	603.00	9,725.81	9,725.81
108	Work Hr Lmt	3.75	88.92	88.92	3.75		Medicare Withheld		141.02	141.02	9,725.81	9,725.81
200	Training	5.00	86.45	86.45	5.00		MI State Withholding		246.58	246.58	8,878.75	8,878.75
6520	Imputed Lf		2.76	2.76		1844	92PPO12 FAM		865.00	865.00		
6530	Health Savin		250.00	250.00		3150	DB Pension		635.30	635.30		
6540	DC Pen Match		105.88	105.88		3250	DC Pension		211.76	211.76		
***	Total Pay/Hours	Gross: 490.25	10,588.05	10,588.05	490.25	***	Total Employee Deductions		3,172.08	3,172.08		
		Taxbl:	8,878.75	8,878.75		***	Total Employer Deductions					
						***	Net Pay		7,415.97	7,415.97		

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ROAD COMMISSION, OAKLAND CO
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Pay Code	Description	Current Hours	Current Dollars	YTD Dollars	YTD Hours	DBA Code	Description	Add'l Tax Code	Current Amount	YTD Amount	Current Taxable Amount	YTD Taxable Amount
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ROAD COMMISSION FOR OAKLAND CO
 Historical Payroll Register
 Summary per Check Date
 Employees Sorted by Alpha Name

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 Date From: 1/1/2014
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Pay Code	Description	Current Hours	Current Dollars	YTD Dollars	YTD Hours	DBA Code	Description	Add'l Tax Code	Current Amount	YTD Amount	Current Taxable Amount	YTD Taxable Amount
	Tax ID	Emp Number	Employee Name									
		139293	HERSHEY, MICHAEL									
1	Regular Pay	8.00	144.00	144.00	8.00	***	Gross Wages		1,008.00	1,008.00		
200	Training	48.00	864.00	864.00	48.00		Federal Income Tax		7.53	7.53	1,008.00	1,008.00
							FICA Withheld		62.50	62.50	1,008.00	1,008.00
							Medicare Withheld		14.62	14.62	1,008.00	1,008.00
							MI State Withholding		16.69	16.69	1,008.00	1,008.00
Current Employee: HERSHEY, MICHAEL							Check Date: 12/26/2014					
***	Total Pay/Hours	Gross: 56.00	1,008.00	1,008.00	56.00		*** Total Employee Deductions		101.34	101.34		
		Taxbl: 1,008.00	1,008.00	1,008.00			*** Total Employer Deductions					
							*** Net Pay		906.66	906.66		

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ROAD COMMISSION FOR OAKLAND CO
Historical Payroll Register
Summary per Check Date
Employees Sorted by Alpha Name

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Date From: 1/1/2014
Date Thru: 12/31/2014

Pay Code	Description	Current Hours	Current Dollars	YTD Dollars	YTD Hours	DBA Code	Description	Add'l Tax Code	Current Amount	YTD Amount	Current Taxable Amount	YTD Taxable Amount
Report Grand Totals												
1	Regular Pay	8.00	144.00	144.00	8.00	***	Gross Wages		1,008.00	1,008.00		
200	Training	48.00	864.00	864.00	48.00		Federal Income Tax		7.53	7.53	1,008.00	1,008.00
							FICA Withheld		62.50	62.50	1,008.00	1,008.00
							Medicare Withheld		14.62	14.62	1,008.00	1,008.00
							MI State Withholding		16.69	16.69	1,008.00	1,008.00
***	Total Pay/Hours	Gross: 56.00	1,008.00	1,008.00	56.00	***	Total Employee Deductions		101.34	101.34		
		Taxbl: 1,008.00	1,008.00	1,008.00		***	Total Employer Deductions					
						***	Net Pay		906.66	906.66		

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ROAD COMMISSION FOR OAKLAND CO
Historical Payroll Register
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Pay Code	Description	Current Hours	Current Dollars	YTD Dollars	YTD Hours	DBA Code	Description	Add'l Tax Code	Current Amount	YTD Amount	Current Taxable Amount	YTD Taxable Amount
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ROAD COMMISSION FOR OAKLAND CO
 Historical Payroll Register
 Summary per Check Date
 Employees Sorted by Alpha Name

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Pay Code	Description	Current Hours	Current Dollars	YTD Dollars	YTD Hours	DBA Code	Description	Add'l Tax Code	Current Amount	YTD Amount	Current Taxable Amount	YTD Taxable Amount
	Tax ID	Emp Number	Employee Name									
		139293	HERSHEY, MICHAEL									
1	Regular Pay	40.00	720.00	720.00	40.00	***	Gross Wages		720.00	720.00		
							Federal Income Tax				720.00	720.00
							FICA Withheld		44.64	44.64	720.00	720.00
							Medicare Withheld		10.44	10.44	720.00	720.00
							MI State Withholding		4.45	4.45	720.00	720.00
Current Employee: HERSHEY, MICHAEL							Check Date:	1/9/2015				
***	Total Pay/Hours	Gross: 40.00	720.00	720.00	40.00	***	Total Employee Deductions		59.53	59.53		
		Taxbl:	720.00	720.00		***	Total Employer Deductions					
						***	Net Pay		660.47	660.47		
1	Regular Pay	43.00	774.00	1,494.00	83.00	***	Gross Wages		864.00	1,584.00		
200	Training	5.00	90.00	90.00	5.00		Federal Income Tax				864.00	1,584.00
							FICA Withheld		53.57	98.21	864.00	1,584.00
							Medicare Withheld		12.53	22.97	864.00	1,584.00
							MI State Withholding		10.57	15.02	864.00	1,584.00
Current Employee: HERSHEY, MICHAEL							Check Date:	1/23/2015				
***	Total Pay/Hours	Gross: 48.00	864.00	1,584.00	88.00	***	Total Employee Deductions		76.67	136.20		
		Taxbl:	864.00	1,584.00		***	Total Employer Deductions					
						***	Net Pay		787.33	1,447.80		
1	Regular Pay	48.25	868.50	2,362.50	131.25	***	Gross Wages		868.50	2,452.50		
200	Training			90.00	5.00		Federal Income Tax				868.50	2,452.50
							FICA Withheld		53.85	152.06	868.50	2,452.50
							Medicare Withheld		12.59	35.56	868.50	2,452.50
							MI State Withholding		10.76	25.78	868.50	2,452.50
Current Employee: HERSHEY, MICHAEL							Check Date:	2/6/2015				
***	Total Pay/Hours	Gross: 48.25	868.50	2,452.50	136.25	***	Total Employee Deductions		77.20	213.40		
		Taxbl:	868.50	2,452.50		***	Total Employer Deductions					
						***	Net Pay		791.30	2,239.10		

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ROAD COMMISSION FOR OAKLAND CO
 Historical Payroll Register
 Summary per Check Date
 Employees Sorted by Alpha Name

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Pay Code	Description	Current Hours	Current Dollars	YTD Dollars	YTD Hours	DBA Code	Description	Add'l Tax Code	Current Amount	YTD Amount	Current Taxable Amount	YTD Taxable Amount
I Regular Pay		59.00	1,062.00	3,424.50	190.25	***	Gross Wages		1,062.00	3,514.50		
200 Training				90.00	5.00		Federal Income Tax		11.58	11.58	1,062.00	3,514.50
							FICA Withheld		65.84	217.90	1,062.00	3,514.50
							Medicare Withheld		15.40	50.96	1,062.00	3,514.50
							MI State Withholding		18.98	44.76	1,062.00	3,514.50
Current Employee: HERSHEY, MICHAEL							Check Date: 2/20/2015					
*** Total Pay/Hours	Gross:	59.00	1,062.00	3,514.50	195.25	***	Total Employee Deductions		111.80	325.20		
	Taxbl:		1,062.00	3,514.50		***	Total Employer Deductions					
						***	Net Pay		950.20	3,189.30		
I Regular Pay		56.00	1,008.00	4,432.50	246.25	***	Gross Wages		1,008.00	4,522.50		
200 Training				90.00	5.00		Federal Income Tax		6.18	17.76	1,008.00	4,522.50
							FICA Withheld		62.50	280.40	1,008.00	4,522.50
							Medicare Withheld		14.62	65.58	1,008.00	4,522.50
							MI State Withholding		16.69	61.45	1,008.00	4,522.50
Current Employee: HERSHEY, MICHAEL							Check Date: 3/6/2015					
*** Total Pay/Hours	Gross:	56.00	1,008.00	4,522.50	251.25	***	Total Employee Deductions		99.99	425.19		
	Taxbl:		1,008.00	4,522.50		***	Total Employer Deductions					
						***	Net Pay		908.01	4,097.31		
I Regular Pay		51.75	931.50	5,364.00	298.00	***	Gross Wages		931.50	5,454.00		
200 Training				90.00	5.00		Federal Income Tax			17.76	931.50	5,454.00
							FICA Withheld		57.75	338.15	931.50	5,454.00
							Medicare Withheld		13.50	79.08	931.50	5,454.00
							MI State Withholding		13.43	74.88	931.50	5,454.00
Current Employee: HERSHEY, MICHAEL							Check Date: 3/20/2015					
*** Total Pay/Hours	Gross:	51.75	931.50	5,454.00	303.00	***	Total Employee Deductions		84.68	509.87		
	Taxbl:		931.50	5,454.00		***	Total Employer Deductions					
						***	Net Pay		846.82	4,944.13		

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ROAD COMMISSION FOR OAKLAND CO
 Historical Payroll Register
 Summary per Check Date
 Employees Sorted by Alpha Name

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Pay Code	Description	Current Hours	Current Dollars	YTD Dollars	YTD Hours	DBA Code	Description	Add'l Tax Code	Current Amount	YTD Amount	Current Taxable Amount	YTD Taxable Amount
1 Regular Pay		48.25	868.50	6,322.50	346.25	***	Gross Wages		868.50	6,322.50		
200 Training				90.00	5.00		Federal Income Tax			17.76	868.50	6,322.50
							FICA Withheld		53.85	392.00	868.50	6,322.50
							Medicare Withheld		12.60	91.68	868.50	6,322.50
							MI State Withholding		10.76	85.64	868.50	6,322.50
Current Employee: HERSHEY, MICHAEL							Check Date: 4/2/2015					
*** Total Pay/Hours	Gross:	48.25	868.50	6,322.50	351.25	***	Total Employee Deductions		77.21	587.08		
	Taxbl:		868.50	6,322.50		***	Total Employer Deductions					
						***	Net Pay		791.29	5,735.42		
1 Regular Pay		48.00	864.00	7,096.50	394.25	***	Gross Wages		864.00	7,186.50		
200 Training				90.00	5.00		Federal Income Tax			17.76	864.00	7,186.50
							FICA Withheld		53.56	445.56	864.00	7,186.50
							Medicare Withheld		12.52	104.20	864.00	7,186.50
							MI State Withholding		10.57	96.21	864.00	7,186.50
Current Employee: HERSHEY, MICHAEL							Check Date: 4/17/2015					
*** Total Pay/Hours	Gross:	48.00	864.00	7,186.50	399.25	***	Total Employee Deductions		76.65	663.73		
	Taxbl:		864.00	7,186.50		***	Total Employer Deductions					
						***	Net Pay		787.35	6,522.77		
1 Regular Pay		48.00	864.00	7,960.50	442.25	***	Gross Wages		864.00	8,050.50		
200 Training				90.00	5.00		Federal Income Tax			17.76	864.00	8,050.50
							FICA Withheld		53.57	499.13	864.00	8,050.50
							Medicare Withheld		12.53	116.73	864.00	8,050.50
							MI State Withholding		10.57	106.78	864.00	8,050.50
Current Employee: HERSHEY, MICHAEL							Check Date: 5/1/2015					
*** Total Pay/Hours	Gross:	48.00	864.00	8,050.50	447.25	***	Total Employee Deductions		76.67	740.40		
	Taxbl:		864.00	8,050.50		***	Total Employer Deductions					
						***	Net Pay		787.33	7,310.10		

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Pay Code	Description	Current Hours	Current Dollars	YTD Dollars	YTD Hours	DBA Code	Description	Add'l Tax Code	Current Amount	YTD Amount	Current Taxable Amount	YTD Taxable Amount
I	Regular Pay	48.00	829.92	8,790.42	490.25	***	Gross Wages		1,383.20	9,433.70		
103	Holiday	16.00	276.64	276.64	16.00		Federal Income Tax		32.73	50.49	1,273.47	9,323.97
200	Training	16.00	276.64	366.64	21.00		FICA Withheld		85.82	584.95	1,384.12	9,434.62
6520	Imputed Lf		.92	.92			Medicare Withheld		20.07	136.80	1,384.12	9,434.62
6530	Health Savin		50.00	50.00			MI State Withholding		27.97	134.75	1,273.47	9,323.97
6540	DC Pen Match		13.83	13.83		3150	DB Pension		82.99	82.99		
						3250	DC Pension		27.66	27.66		
Current Employee: HERSHEY, MICHAEL						Check Date: 12/11/2015						
***	Total Pay/Hours	Gross:	80.00	1,383.20	9,433.70	527.25	*** Total Employee Deductions		277.24	1,017.64		
		Taxbl:		1,273.47	9,323.97		*** Total Employer Deductions					
							*** Net Pay		1,105.96	8,416.06		

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ROAD COMMISSION FOR OAKLAND CO
Historical Payroll Register
Summary per Check Date
Employees Sorted by Alpha Name

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Date Thru: 12/31/2015

Pay Code	Description	Current Hours	Current Dollars	YTD Dollars	YTD Hours	DBA Code	Description	Add'l Tax Code	Current Amount	YTD Amount	Current Taxable Amount	YTD Taxable Amount
Report Grand Totals												
1	Regular Pay	490.25	8,790.42	8,790.42	490.25	***	Gross Wages		9,433.70	9,433.70		
103	Holiday	16.00	276.64	276.64	16.00		Federal Income Tax		50.49	50.49	9,323.97	9,323.97
200	Training	21.00	366.64	366.64	21.00		FICA Withheld		584.95	584.95	9,434.62	9,434.62
6520	Imputed Lf		.92	.92			Medicare Withheld		136.80	136.80	9,434.62	9,434.62
6530	Health Savin		50.00	50.00			MI State Withholding		134.75	134.75	9,323.97	9,323.97
6540	DC Pen Match		13.83	13.83		3150	DB Pension		82.99	82.99		
						3250	DC Pension		27.66	27.66		
***	Total Pay/Hours						*** Total Employee Deductions		1,017.64	1,017.64		
	Gross:	527.25	9,433.70	9,433.70	527.25		*** Total Employer Deductions					
	Taxbl:		9,323.97	9,323.97			*** Net Pay		8,416.06	8,416.06		

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ROAD COMMISSION FOR OAKLAND CO
 Historical Payroll Register
 Summary per Check Date
 Employees Sorted by Alpha Name

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 Date From: 1/1/2015
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Pay Code	Description	Current Hours	Current Dollars	YTD Dollars	YTD Hours	DBA Code	Description	Add'l Tax Code	Current Amount	YTD Amount	Current Taxable Amount	YTD Taxable Amount
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All checkbooks
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Payroll JournalTIAMARIE
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Pay Description	Hours	Amount	Withholdings	Amount	Deduction Desc.	Amount
*FIRST CHECK RECEIVED						
25 - Michael P. Hershey Check #717	03/20/15					
Gross Pay #1	30.5000	549.00	FICA-SS W/H	34.04		
Overtime	0.0000	0.00	FICA-Med W/H	7.96		
			Federal W/H	7.59		
			State W/H	10.26		
TOTALS	30.5000	549.00		59.85		0.00
Number of Periods: 1					NET PAY:	489.15
Company Expenses:			FICA-SS: 34.04 FICA-Med: 7.96 FUTA: 3.29			
			MI SUTA-Base Rate: 14.82 MI SUTA-Obligation A: 6.15			
25 - Michael P. Hershey Check #759	04/03/15					
Gross Pay #1	9.7500	175.50	FICA-SS W/H	10.87		
Overtime	0.0000	0.00	FICA-Med W/H	2.55		
			Federal W/H	0.00		
			State W/H	0.00		
TOTALS	9.7500	175.50		13.42		0.00
Number of Periods: 1					NET PAY:	162.08
Company Expenses:			FICA-SS: 10.89 FICA-Med: 2.54 FUTA: 1.05			
			MI SUTA-Base Rate: 4.74 MI SUTA-Obligation A: 1.97			
25 - Michael P. Hershey Check #822	04/24/15					
Gross Pay #1	11.2500	202.50	FICA-SS W/H	12.57		
Overtime	0.0000	0.00	FICA-Med W/H	2.93		
			Federal W/H	0.00		
			State W/H	0.00		
TOTALS	11.2500	202.50		15.50		0.00
Number of Periods: 1					NET PAY:	187.00
Company Expenses:			FICA-SS: 12.55 FICA-Med: 2.94 FUTA: 1.22			
			MI SUTA-Base Rate: 5.47 MI SUTA-Obligation A: 2.27			
25 - Michael P. Hershey Check #851	05/01/15					
Gross Pay #1	32.0000	576.00	FICA-SS W/H	35.71		
Overtime	0.0000	0.00	FICA-Med W/H	8.35		
			Federal W/H	10.29		
			State W/H	11.40		
TOTALS	32.0000	576.00		65.75		0.00
Number of Periods: 1					NET PAY:	510.25
Company Expenses:			FICA-SS: 35.71 FICA-Med: 8.35 FUTA: 3.46			
			MI SUTA-Base Rate: 15.55 MI SUTA-Obligation A: 6.45			
25 - Michael P. Hershey Check #882	05/08/15					
Gross Pay #1	40.0000	720.00	FICA-SS W/H	75.18		
Overtime	18.2500	492.75	FICA-Med W/H	17.59		
			Federal W/H	93.21		
			State W/H	38.47		
TOTALS	58.2500	1,212.75		224.45		0.00
Number of Periods: 1					NET PAY:	988.30
Company Expenses:			FICA-SS: 75.20 FICA-Med: 17.58 FUTA: 7.28			
			MI SUTA-Base Rate: 32.74 MI SUTA-Obligation A: 13.58			
25 - Michael P. Hershey Check #910	05/15/15					
Gross Pay #1	40.0000	720.00	FICA-SS W/H	99.47		
Overtime	32.7500	884.25	FICA-Med W/H	23.26		
			Federal W/H	151.94		
			State W/H	55.10		
TOTALS	72.7500	1,604.25		329.77		0.00
Number of Periods: 1					NET PAY:	1,274.48
Company Expenses:			FICA-SS: 99.47 FICA-Med: 23.26 FUTA: 9.63			
			MI SUTA-Base Rate: 43.31 MI SUTA-Obligation A: 17.97			

All checkbooks
01/01/14-12/22/15**TIA MARIE TRUCKING INC**
Payroll Journal**TIAMARIE**
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Pay Description	Hours	Amount	Withholdings	Amount	Deduction Desc.	Amount
25 - Michael P. Hershey Check #939 05/22/15						
Gross Pay #1	40.0000	720.00	FICA-SS W/H	76.03		
Overtime	18.7500	506.25	FICA-Med W/H	17.78		
			Federal W/H	95.24		
			State W/H	39.04		
TOTALS	58.7500	1,226.25		228.09		0.00
Number of Periods: 1					NET PAY:	998.16
Company Expenses:			FICA-SS: 76.03 FICA-Med: 17.78 FUTA: 7.36			
			MI SUTA-Base Rate: 33.11 MI SUTA-Obligation A: 13.73			
25 - Michael P. Hershey Check #970 05/29/15						
Gross Pay #1	40.0000	720.00	FICA-SS W/H	96.53		
Overtime	31.0000	837.00	FICA-Med W/H	22.58		
			Federal W/H	144.85		
			State W/H	53.10		
TOTALS	71.0000	1,557.00		317.06		0.00
Number of Periods: 1					NET PAY:	1,239.94
Company Expenses:			FICA-SS: 96.53 FICA-Med: 22.58 FUTA: 8.72			
			MI SUTA-Base Rate: 42.04 MI SUTA-Obligation A: 17.44			
25 - Michael P. Hershey Check #1000 06/05/15						
Gross Pay #1	40.0000	720.00	FICA-SS W/H	58.45		
Overtime	8.2500	222.75	FICA-Med W/H	13.67		
			Federal W/H	52.71		
			State W/H	26.99		
TOTALS	48.2500	942.75		151.82		0.00
Number of Periods: 1					NET PAY:	790.93
Company Expenses:			FICA-SS: 58.45 FICA-Med: 13.67 FUTA: 0.00			
			MI SUTA-Base Rate: 25.45 MI SUTA-Obligation A: 10.56			
25 - Michael P. Hershey Check #1034 06/12/15						
Gross Pay #1	40.0000	720.00	FICA-SS W/H	102.82		
Overtime	34.7500	938.25	FICA-Med W/H	24.04		
			Federal W/H	160.04		
			State W/H	57.40		
TOTALS	74.7500	1,658.25		344.30		0.00
Number of Periods: 1					NET PAY:	1,313.95
Company Expenses:			FICA-SS: 102.82 FICA-Med: 24.04 FUTA: 0.00			
			MI SUTA-Base Rate: 39.26 MI SUTA-Obligation A: 16.28			
25 - Michael P. Hershey Check #1069 06/19/15						
Gross Pay #1	40.0000	720.00	FICA-SS W/H	108.66		
Overtime	38.2500	1,032.75	FICA-Med W/H	25.42		
			Federal W/H	174.21		
			State W/H	61.42		
TOTALS	78.2500	1,752.75		369.71		0.00
Number of Periods: 1					NET PAY:	1,383.04
Company Expenses:			FICA-SS: 108.68 FICA-Med: 25.41 FUTA: 0.00			
			MI SUTA-Base Rate: 0.00 MI SUTA-Obligation A: 0.00			
25 - Michael P. Hershey Check #1100 06/26/15						
Gross Pay #1	40.0000	720.00	FICA-SS W/H	102.40		
Overtime	34.5000	931.50	FICA-Med W/H	23.94		
			Federal W/H	159.02		
			State W/H	57.11		
TOTALS	74.5000	1,651.50		342.47		0.00
Number of Periods: 1					NET PAY:	1,309.03
Company Expenses:			FICA-SS: 102.39 FICA-Med: 23.95 FUTA: 0.00			
			MI SUTA-Base Rate: 0.00 MI SUTA-Obligation A: 0.00			

All checkbooks
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Pay Description	Hours	Amount	Withholdings	Amount	Deduction Desc.	Amount
25 - Michael P. Hershey Check #1132 07/03/15						
Gross Pay #1	40.0000	720.00	FICA-SS W/H	97.79		
Overtime	31.7500	857.25	FICA-Med W/H	22.87		
			Federal W/H	147.89		
			State W/H	53.96		
TOTALS	71.7500	1,577.25		322.51		0.00
Number of Periods: 1					NET PAY:	1,254.74
Company Expenses:			FICA-SS: 97.79 FICA-Med: 22.87 FUTA: 0.00			
			MI SUTA-Base Rate: 0.00 MI SUTA-Obligation A: 0.00			
25 - Michael P. Hershey Check #1164 07/10/15 - 3rd Qtr starts here						
Gross Pay #1	40.0000	720.00	FICA-SS W/H	76.44		
Overtime	19.0000	513.00	FICA-Med W/H	17.88		
			Federal W/H	96.25		
			State W/H	39.33		
TOTALS	59.0000	1,233.00		229.90		0.00
Number of Periods: 1					NET PAY:	1,003.10
Company Expenses:			FICA-SS: 76.44 FICA-Med: 17.88 FUTA: 0.00			
			MI SUTA-Base Rate: 0.00 MI SUTA-Obligation A: 0.00			
25 - Michael P. Hershey Check #1195 07/17/15						
Gross Pay #1	40.0000	720.00	FICA-SS W/H	96.12		
Overtime	30.7500	830.25	FICA-Med W/H	22.48		
			Federal W/H	143.84		
			State W/H	52.81		
TOTALS	70.7500	1,550.25		315.25		0.00
Number of Periods: 1					NET PAY:	1,235.00
Company Expenses:			FICA-SS: 96.11 FICA-Med: 22.48 FUTA: 0.00			
			MI SUTA-Base Rate: 0.00 MI SUTA-Obligation A: 0.00			
25 - Michael P. Hershey Check #1226 07/24/15						
Gross Pay #1	40.0000	720.00	FICA-SS W/H	78.53		
Overtime	20.2500	546.75	FICA-Med W/H	18.37		
			Federal W/H	101.31		
			State W/H	40.76		
TOTALS	60.2500	1,266.75		238.97		0.00
Number of Periods: 1					NET PAY:	1,027.78
Company Expenses:			FICA-SS: 78.54 FICA-Med: 18.37 FUTA: 0.00			
			MI SUTA-Base Rate: 0.00 MI SUTA-Obligation A: 0.00			
25 - Michael P. Hershey Check #1259 07/31/15						
Gross Pay #1	40.0000	720.00	FICA-SS W/H	105.75		
Overtime	36.5000	985.50	FICA-Med W/H	24.73		
			Federal W/H	167.12		
			State W/H	59.41		
TOTALS	76.5000	1,705.50		357.01		0.00
Number of Periods: 1					NET PAY:	1,348.49
Company Expenses:			FICA-SS: 105.74 FICA-Med: 24.73 FUTA: 0.00			
			MI SUTA-Base Rate: 0.00 MI SUTA-Obligation A: 0.00			
25 - Michael P. Hershey Check #1290 08/07/15						
Gross Pay #1	40.0000	720.00	FICA-SS W/H	99.88		
Overtime	33.0000	891.00	FICA-Med W/H	23.36		
			Federal W/H	152.95		
			State W/H	55.39		
TOTALS	73.0000	1,611.00		331.58		0.00
Number of Periods: 1					NET PAY:	1,279.42
Company Expenses:			FICA-SS: 99.88 FICA-Med: 23.36 FUTA: 0.00			
			MI SUTA-Base Rate: 0.00 MI SUTA-Obligation A: 0.00			

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Pay Description	Hours	Amount	Withholdings	Amount	Deduction Desc.	Amount
25 - Michael P. Hershey Check #1321 08/14/15						
Gross Pay #1	40.0000	720.00	FICA-SS W/H	105.32		
Overtime	36.2500	978.75	FICA-Med W/H	24.63		
			Federal W/H	166.11		
			State W/H	59.12		
TOTALS	76.2500	1,698.75		355.18		0.00
Number of Periods: 1					NET PAY:	1,343.57
Company Expenses:			FICA-SS: 105.32 FICA-Med: 24.63 FUTA: 0.00			
			MI SUTA-Base Rate: 0.00 MI SUTA-Obligation A: 0.00			
25 - Michael P. Hershey Check #1351 08/21/15						
Gross Pay #1	40.0000	720.00	FICA-SS W/H	98.62		
Overtime	32.2500	870.75	FICA-Med W/H	23.07		
			Federal W/H	149.91		
			State W/H	54.53		
TOTALS	72.2500	1,590.75		326.13		0.00
Number of Periods: 1					NET PAY:	1,264.62
Company Expenses:			FICA-SS: 98.62 FICA-Med: 23.07 FUTA: 0.00			
			MI SUTA-Base Rate: 0.00 MI SUTA-Obligation A: 0.00			
25 - Michael P. Hershey Check #1385 08/28/15						
Gross Pay #1	40.0000	720.00	FICA-SS W/H	86.08		
Overtime	24.7500	668.25	FICA-Med W/H	20.13		
Bonus	0.0000	0.00	Federal W/H	119.54		
			State W/H	45.92		
TOTALS	64.7500	1,388.25		271.67		0.00
Number of Periods: 1					NET PAY:	1,116.58
Company Expenses:			FICA-SS: 86.07 FICA-Med: 20.13 FUTA: 0.00			
			MI SUTA-Base Rate: 0.00 MI SUTA-Obligation A: 0.00			
25 - Michael P. Hershey Check #1386 08/28/15						
Gross Pay #1	0.0000	0.00	FICA-SS W/H	3.36		
Overtime	0.0000	0.00	FICA-Med W/H	0.78		
Bonus	0.0000	54.14	Federal W/H	0.00		
			State W/H	0.00		
TOTALS	0.0000	54.14		4.14		0.00
Number of Periods: 1					NET PAY:	50.00
Company Expenses:			FICA-SS: 3.35 FICA-Med: 0.79 FUTA: 0.00			
			MI SUTA-Base Rate: 0.00 MI SUTA-Obligation A: 0.00			
25 - Michael P. Hershey Check #1419 09/04/15						
Gross Pay #1	40.0000	720.00	FICA-SS W/H	85.24		
Overtime	24.2500	654.75	FICA-Med W/H	19.93		
Bonus	0.0000	0.00	Federal W/H	117.51		
			State W/H	45.35		
TOTALS	64.2500	1,374.75		268.03		0.00
Number of Periods: 1					NET PAY:	1,106.72
Company Expenses:			FICA-SS: 85.24 FICA-Med: 19.93 FUTA: 0.00			
			MI SUTA-Base Rate: 0.00 MI SUTA-Obligation A: 0.00			
25 - Michael P. Hershey Check #1453 09/11/15						
Gross Pay #1	40.0000	720.00	FICA-SS W/H	85.64		
Overtime	24.5000	661.50	FICA-Med W/H	20.04		
Bonus	0.0000	0.00	Federal W/H	118.52		
			State W/H	45.64		
TOTALS	64.5000	1,381.50		269.84		0.00
Number of Periods: 1					NET PAY:	1,111.66
Company Expenses:			FICA-SS: 85.65 FICA-Med: 20.03 FUTA: 0.00			
			MI SUTA-Base Rate: 0.00 MI SUTA-Obligation A: 0.00			

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25 - Michael P. Hershey Check #1484 09/18/15						
Gross Pay #1	40.0000	720.00	FICA-SS W/H	87.33		
Overtime	25.5000	688.50	FICA-Med W/H	20.42		
Bonus	0.0000	0.00	Federal W/H	122.57		
			State W/H	46.78		
TOTALS	65.5000	1,408.50		277.10		0.00
Number of Periods: 1					NET PAY:	1,131.40
Company Expenses:			FICA-SS: 87.33 FICA-Med: 20.42 FUTA: 0.00			
			MI SUTA-Base Rate: 0.00 MI SUTA-Obligation A: 0.00			
25 - Michael P. Hershey Check #1515 09/25/15						
Gross Pay #1	40.0000	720.00	FICA-SS W/H	101.14		
Overtime	33.7500	911.25	FICA-Med W/H	23.65		
Bonus	0.0000	0.00	Federal W/H	155.99		
			State W/H	56.25		
TOTALS	73.7500	1,631.25		337.03		0.00
Number of Periods: 1					NET PAY:	1,294.22
Company Expenses:			FICA-SS: 101.14 FICA-Med: 23.65 FUTA: 0.00			
			MI SUTA-Base Rate: 0.00 MI SUTA-Obligation A: 0.00			
25 - Michael P. Hershey Check #1547 10/02/15 - 3rd qtr 2015 in Mar						
Gross Pay #1	40.0000	720.00	FICA-SS W/H	104.48		
Overtime	35.7500	965.25	FICA-Med W/H	24.44		
Bonus	0.0000	0.00	Federal W/H	164.09		
			State W/H	58.55		
TOTALS	75.7500	1,685.25		351.56		0.00
Number of Periods: 1					NET PAY:	1,333.69
Company Expenses:			FICA-SS: 104.48 FICA-Med: 24.44 FUTA: 0.00			
			MI SUTA-Base Rate: 0.00 MI SUTA-Obligation A: 0.00			
25 - Michael P. Hershey Check #1578 10/09/15						
Gross Pay #1	40.0000	720.00	FICA-SS W/H	95.28		
Overtime	30.2500	816.75	FICA-Med W/H	22.28		
Bonus	0.0000	0.00	Federal W/H	141.81		
			State W/H	52.24		
TOTALS	70.2500	1,536.75		311.61		0.00
Number of Periods: 1					NET PAY:	1,225.14
Company Expenses:			FICA-SS: 95.28 FICA-Med: 22.28 FUTA: 0.00			
			MI SUTA-Base Rate: 0.00 MI SUTA-Obligation A: 0.00			
25 - Michael P. Hershey Check #1609 10/16/15						
Gross Pay #1	40.0000	720.00	FICA-SS W/H	101.14		
Overtime	33.7500	911.25	FICA-Med W/H	23.65		
Bonus	0.0000	0.00	Federal W/H	155.99		
			State W/H	56.25		
TOTALS	73.7500	1,631.25		337.03		0.00
Number of Periods: 1					NET PAY:	1,294.22
Company Expenses:			FICA-SS: 101.14 FICA-Med: 23.65 FUTA: 0.00			
			MI SUTA-Base Rate: 0.00 MI SUTA-Obligation A: 0.00			
25 - Michael P. Hershey Check #1640 10/23/15						
Gross Pay #1	40.0000	720.00	FICA-SS W/H	90.26		
Overtime	27.2500	735.75	FICA-Med W/H	21.11		
Bonus	0.0000	0.00	Federal W/H	129.66		
			State W/H	48.79		
TOTALS	67.2500	1,455.75		289.82		0.00
Number of Periods: 1					NET PAY:	1,165.93
Company Expenses:			FICA-SS: 90.25 FICA-Med: 21.11 FUTA: 0.00			
			MI SUTA-Base Rate: 0.00 MI SUTA-Obligation A: 0.00			

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Pay Description	Hours	Amount	Withholdings	Amount	Deduction Desc.	Amount
25 - Michael P. Hershey Check #1673 10/30/15						
Gross Pay #1	40.0000	720.00	FICA-SS W/H	86.07		
Overtime	24.7500	668.25	FICA-Med W/H	20.13		
Bonus	0.0000	0.00	Federal W/H	119.54		
			State W/H	45.92		
TOTALS	64.7500	1,388.25		271.66		0.00
Number of Periods: 1					NET PAY:	1,116.59
Company Expenses:			FICA-SS: 86.07 FICA-Med: 20.13 FUTA: 0.00			
			MI SUTA-Base Rate: 0.00 MI SUTA-Obligation A: 0.00			
25 - Michael P. Hershey Check #1705 11/06/15						
Gross Pay #1	40.0000	720.00	FICA-SS W/H	71.84		
Overtime	16.2500	438.75	FICA-Med W/H	16.80		
Bonus	0.0000	0.00	Federal W/H	85.11		
			State W/H	36.17		
TOTALS	56.2500	1,158.75		209.92		0.00
Number of Periods: 1					NET PAY:	948.83
Company Expenses:			FICA-SS: 71.84 FICA-Med: 16.80 FUTA: 0.00			
			MI SUTA-Base Rate: 0.00 MI SUTA-Obligation A: 0.00			
25 - Michael P. Hershey Check #1735 11/13/15						
Gross Pay #1	40.0000	720.00	FICA-SS W/H	90.68		
Overtime	27.5000	742.50	FICA-Med W/H	21.21		
Bonus	0.0000	0.00	Federal W/H	130.67		
			State W/H	49.08		
TOTALS	67.5000	1,462.50		291.64		0.00
Number of Periods: 1					NET PAY:	1,170.86
Company Expenses:			FICA-SS: 90.67 FICA-Med: 21.21 FUTA: 0.00			
			MI SUTA-Base Rate: 0.00 MI SUTA-Obligation A: 0.00			
25 - Michael P. Hershey Check #1769 11/20/15						
Gross Pay #1	40.0000	720.00	FICA-SS W/H	93.60		
Overtime	29.2500	789.75	FICA-Med W/H	21.89		
Bonus	0.0000	0.00	Federal W/H	137.76		
			State W/H	51.09		
TOTALS	69.2500	1,509.75		304.34		0.00
Number of Periods: 1					NET PAY:	1,205.41
Company Expenses:			FICA-SS: 93.61 FICA-Med: 21.89 FUTA: 0.00			
			MI SUTA-Base Rate: 0.00 MI SUTA-Obligation A: 0.00			
25 - Michael P. Hershey Check #1800 11/25/15						
Gross Pay #1	40.0000	720.00	FICA-SS W/H	72.26		
Overtime	16.5000	445.50	FICA-Med W/H	16.90		
Bonus	0.0000	0.00	Federal W/H	86.12		
			State W/H	36.46		
TOTALS	56.5000	1,165.50		211.74		0.00
Number of Periods: 1					NET PAY:	953.76
Company Expenses:			FICA-SS: 72.26 FICA-Med: 16.90 FUTA: 0.00			
			MI SUTA-Base Rate: 0.00 MI SUTA-Obligation A: 0.00			

TIA MARIE TRUCKING INC
Payroll Journal

Pay Description	Hours	Amount	Withholdings	Amount	Deduction Desc.	Amount
Company Totals Number of Checks: 35						
Gross Pay #1	1,283.5000	23,103.00	FICA-SS W/H	2,825.58		
Overtime	830.2500	22,416.75	FICA-Med W/H	660.82		
Bonus	0.0000	54.14	Federal W/H	3,959.36		
			State W/H	1,500.09		
TOTALS	2,113.7500	45,573.89		8,945.85		0.00

NET PAY: 36,628.04

Company Expenses:

FICA-SS: 2,825.58 FICA-Med: 660.81 FUTA: 42.01
MI SUTA-Base Rate: 256.49 MI SUTA-Obligation A: 106.40

YOUR TRIP TO:



3999 Leah Dr, Flat Rock, MI, 48134-6026

1 HR 20 MIN | 59.8 MI

Est. fuel cost: \$4.57

Trip time based on traffic conditions as of 1:52 PM on September 15, 2017. Current Traffic: Heavy



1. Start out going east on Gemini Dr toward Aldrin Dr.

Then 0.10 miles

0.10 total miles



2. Take the 1st right onto Aldrin Dr.

If you reach the end of Gemini Dr you've gone a little too far.

Then 0.04 miles

0.14 total miles



3. Turn left onto Waldon Rd.

Then 0.16 miles

0.29 total miles



4. Take the 1st right onto Joslyn Rd

Joslyn Rd is just past Orbit Dr.

If you are on Waldon Rd and reach Waldon Way Ln you've gone about 0.1 miles too far.

Then 2.86 miles

3.15 total miles



5. Make a U-turn onto Joslyn Rd.

Then 0.08 miles

3.23 total miles



6. Merge onto I-75 S/Chrysler Fwy S/Chrysler Expy S toward Detroit.

If you reach Great Lakes Crossing Dr you've gone about 0.1 miles too far.

Then 29.47 miles

32.71 total miles



7. Merge onto I-94 W via EXIT 53B toward Chicago.

Then 13.78 miles

46.48 total miles



8. Take the US-24 S/Telegraph Rd exit, EXIT 202, toward Taylor.

Then 0.40 miles

46.88 total miles



9. Turn slight left onto US-24 S/Telegraph Rd.

Then 12.67 miles

59.55 total miles



10. Turn right onto Leah Dr.

Leah Dr is 0.4 miles past S Huron River Dr.

If you reach Gladys St you've gone about 0.2 miles too far.

Then 0.24 miles

59.78 total miles



11. 3999 Leah Dr, Flat Rock, MI 48134-6026, 3999 LEAH DR is on the right.

Your destination is at the end of Leah Dr.

Use of directions and maps is subject to our [Terms of Use](#). We don't guarantee accuracy, route conditions or usability. You assume all risk of use.



YOUR TRIP TO:

3999 Leah Dr



1 HR 13 MIN | 53.9 MI

Est. fuel cost: \$3.90

Trip time based on traffic conditions as of 1:45 PM on September 15, 2017. Current Traffic: Moderate

1. Start out going east on Pinedale Ave toward Independence Dr.
Then 0.17 miles 0.17 total miles
2. Turn right onto Sashabaw Rd.
Then 1.58 miles 1.74 total miles
3. Turn right onto W Walton Blvd.
W Walton Blvd is just past Quillen Ave.
If you reach Blanchard Ct you've gone a little too far.
Then 0.63 miles 2.37 total miles
4. W Walton Blvd becomes Williams Lake Rd
Then 7.52 miles 9.89 total miles
5. Turn right onto Cooley Lake Rd.
Cooley Lake Rd is 0.1 miles past Springdale Dr.
If you are on Locklin Ln and reach Lookout St you've gone a little too far.
Then 0.26 miles 10.15 total miles
6. Take the 3rd left onto Union Lake Rd.
Union Lake Rd is just past Larkspur St.
If you are on Cascade St and reach Glade St you've gone about 0.1 miles too far.
Then 2.53 miles 12.68 total miles
7. Turn right onto Richardson Rd.
Then 0.20 miles 12.88 total miles
8. Take the 1st left onto Martin Rd.
If you reach Obed Blvd you've gone about 0.1 miles too far.
Then 0.48 miles 13.38 total miles
9. Enter next roundabout and take the 2nd exit onto Martin Pkwy. Pass through 2 roundabouts.
Then 1.20 miles 14.57 total miles
10. Enter next roundabout and take the 2nd exit onto MI-5 E.
Then 5.12 miles 19.69 total miles
11. Merge onto I-96 E/I-275 S toward Detroit/Toledo.
Then 6.43 miles 26.13 total miles
12. Keep right to take I-275 S toward Toledo/MI-14/Ann Arbor.
Then 22.22 miles 48.35 total miles
13. Take the Will Carleton Rd exit, EXIT 8, toward Flat Rock.
Then 0.47 miles 48.82 total miles
14. Turn left onto Will Carleton Rd.
If you reach I-275 S you've gone about 0.5 miles too far.
Then 4.37 miles 53.19 total miles
15. Turn right onto N Telegraph Rd/US-24 S.
Then 0.50 miles 53.69 total miles
16. Take the 1st right onto Leah Dr.
Leah Dr is 0.4 miles past S Huron River Dr.
If you reach Gladys St you've gone about 0.2 miles too far.
Then 0.24 miles 53.93 total miles



UNITED STATES OF AMERICA

NATIONAL LABOR RELATIONS BOARD

LOU'S TRANSPORT, INC. and
T.K.M.S., Inc., a single employer and/or
Joint Employers,

Case No. 07-CA-102517

Respondents,

and

MICHAEL HERSHEY, an Individual

Charging Party.

PROOF OF SERVICE

On the date below, I certify that I e-mailed a copy of Brief in Support of Respondents' Exceptions to Administrative Law Judge's January 25, 2018 Supplemental Decision and Respondents' Exceptions to Administrative Law Judge's January 25, 2018 Supplemental Decision to:

Terry Morgan (Terry.Morgan@nrlrb.gov)

Michael Hershey (micfly42002@yahoo.com)

Dynn Nick (Dynn.Nick@nrlrb.gov)

I am competent and able to testify to the statements contained herein if called upon to do so in a court of law.



Tina Costa
Legal Assistant

Dated: February 19, 2018

Confirmation Number	1000193719
Date Submitted	2/23/2018 4:21:26 PM (UTC-05:00) Eastern Time (US & Canada)
Case Name	Lou's Transport, Inc. and T.K.M.S., Inc.
Case Number	07-CA-102517
Filing Party	Counsel for GC / Region
Name	Nick, Dynn
Email	dynn.nick@nlrb.gov
Address	477 Michigan Avenue, Room 300 Detroit, MI 48226
Telephone	(313) 335-8037
Fax	(313) 226-2090
Original Due Date	3/5/2018
Date Requested	4/2/2018
Reason for Extension of Time	<p>1. Due to medical issues, Counsel for the General Counsel is respectfully requesting an extension to April 2, 2018, in which to file an Answering Brief to Respondents' Exceptions.</p> <p>2. Counsel for the General Counsel has not previously requested an extension for the filing of an Answering Brief.</p> <p>3. The Charging Party concurs with this request.</p> <p>4. Respondents do not oppose this request.</p>
What Document is Due	Answering Brief to Exceptions
Parties Served	<p>Amy D. Comito, Esq. Steven A. Wright, Esq. Steven A Wright PC 13854 Simone Dr. Shelby Township, MI 48315-2960 amy@sawpc.com steve@sawpc.com</p> <p>Michael Hershey 4645 Pinedale Ave. Clarkston, MI 48346-3754 micfly42002@yahoo.com</p>



United States Government

**OFFICE OF THE EXECUTIVE SECRETARY
NATIONAL LABOR RELATIONS BOARD
1015 HALF STREET SE
WASHINGTON, DC 20570**

February 26, 2018

Re: Lou's Transport, Inc. and T.K.M.S., Inc.
Case 07-CA-102517

**EXTENSION OF TIME TO FILE ANSWERING BRIEF TO EXCEPTIONS
TO THE ADMINISTRATIVE LAW JUDGE'S DECISION**

The request for an extension of time in the above-referenced case is granted. The due date for the receipt in Washington, D.C. of Answering Brief to Exceptions to the Administrative Law Judge's Decision is extended to **April 2, 2018**.¹ This extension for filing answering briefs to exceptions applies to all parties.

/s/ Leigh A. Reardon
Associate Executive Secretary

cc: Parties
Region

¹ When a party is granted an extension of time to file an answering brief to exceptions to an Administrative Law Judge's decision, this extension does not automatically extend the time for filing cross-exceptions to that decision. Please note, however, that when a party requests an extension of time to file cross-exceptions, the extension automatically extends the time for filing answering briefs to exceptions. See *P&M Cedar Products*, 282 NLRB 772 (1987). Here, Counsel for the General Counsel only requested an extension of time for filing an answering brief to exceptions. As no request was made for extending the time for filing cross-exceptions, the due date for cross-exceptions remains March 8, 2018.

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
WASHINGTON, D.C.

LOU'S TRANSPORT, INC., and T.K.M.S., INC.
Respondents

and

CASE 07-CA-102517

MICHAEL HERSHEY, an Individual
Charging Party

ANSWERING BRIEF OF
COUNSEL FOR THE GENERAL COUNSEL TO
RESPONDENTS' EXCEPTIONS
TO THE ADMINISTRATIVE LAW JUDGE'S
SUPPLEMENTAL DECISION

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National Labor Relations Board
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UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
WASHINGTON, D.C.

LOU'S TRANSPORT, INC., and T.K.M.S., INC.

Respondents

and

CASE 07-CA-102517

MICHAEL HERSHEY, an Individual

Charging Party

ANSWERING BRIEF OF COUNSEL FOR THE GENERAL COUNSEL TO
RESPONDENTS' EXCEPTIONS TO THE ADMINISTRATIVE LAW JUDGE'S
SUPPLEMENTAL DECISION

The undersigned, on behalf of the General Counsel (GC), pursuant to §102.46 of the Board's Rules and Regulations, respectfully submits this answering brief to the exceptions of Respondents Lou's Transport, Inc. and T.K.S., Inc., to Administrative Law Judge (ALJ) Kimberly R. Sorg-Graves' supplemental decision dated January 25, 2018.

Overview

Respondents' exceptions and supporting brief misconstrue fundamental principles of compliance jurisprudence under the National Labor Relations Act (Act). They also ignore glaring gaps in the record that substantially undercut their arguments. The undersigned respectfully asks that Respondents' exceptions, set forth sequentially in the

following italicized and underlined headings, be denied.¹

Respondents' Exception 1: Respondents take exception to the ALJ's finding and ruling on page 4 of her Supplemental Decision that the correct back pay period was used in the Board's Compliance Specification.

Respondents argue that, contrary to the dates indicated in the Amended Fourth Amended Compliance Specification (Compliance Specification) Michael Hershey (Charging Party) waived reinstatement on November 24, 2014, while being cross-examined by Respondents' attorney during the underlying unfair labor practice hearing, when he assertedly testified that he did not want to "go back" to work for Respondents. (Tr. 137, GC 1 (qq)) Respondents' argument is without merit. Clearly, the questions posed to the Charging Party did not constitute an offer at all, let alone an offer of reinstatement. It is well settled that an offer of reinstatement must be specific, unequivocal, and unconditional in order to toll backpay and satisfy a respondent's remedial obligation. See, e.g., *Brenal Electric*, 271 NLRB 1557 (1984); *L. A. Water Treatment*, 263 NLRB 244, 246-247 (1982); *Standard Aggregate Corp.*, 213 NLRB 154 (1974); *Spitzer Akron, Inc.*, 195 NLRB 114, 114 (1972); *Flatiron Materials Co.*, 250 NLRB 554, 554 (1980); *Cooperativa de Credito y Ahorro Vegabajena*, 261 NLRB 1098 (1982). See also *Lipman Bros. Inc.*, 164 NLRB 850, 853 (1967); *Rikal West, Inc.*, 274 NLRB 1136 (1985). The ALJ in the instant case correctly found that the appropriate backpay period was March 27, 2013, the date of the Charging Party's discharge, to August 22, 2016, when Respondents made an unconditional offer of reinstatement that comports with Board requirements under the relevant case law, cited above. (ALJD p. 4)

¹ Administrative Law Judge's Supplemental Decision = ALJD; Tr.= transcript page; GC = Counsel for the General Counsel exhibit; R = Respondents' exhibit; R Brf. = Respondents' Brief in Support of their' Exceptions.

Respondents' Exception 2: Respondents take exception to the ALJ's finding and ruling on pages 4-5 of her Supplemental Decision that appropriate comparable employees were used to calculate back pay in the Board's Compliance Specification.

The ALJ correctly determined that Ronnie Smith and Gary Forsythe were the appropriate comparable employees for determining the Charging Party's backpay, particularly, as she explained, in light of Respondents' failure to provide any evidence explaining the earnings gaps in their preferred comparable, Kevin Moore. (ALJD 4-5, GC 3, 4, and 5.)

Respondents, in their exceptions, argue that irrespective of the unexplained earnings gaps, Moore was the appropriate comparable, arguing that the Compliance Officer for Counsel for the General Counsel (GC) testified that the Charging Party would make the "same amount" as Moore because they were in the same class. (Tr. 90) However, in reviewing the trial transcripts, the Compliance Officer actually testified that Moore and the Charging Party would make the same *wage rate* for ten months out of the year, not the "same amount" of earnings as it appears Respondents are suggesting. (Tr. 90) Furthermore, as testified to by the Compliance Officer, Smith and Forsythe were used in his calculations for their hours, not their rates of pay. (Tr. 90)

Respondents next turns long-standing Board law on its head, with respect to the party that bears the burden of proof regarding uncertainty and ambiguity at trial, contending that GC "presented no evidence to show that [the Charging Party], a driver with less seniority than Moore, would have worked during those times." (R. Brief 6) Contrary to Respondents' contention, uncertainty or ambiguity over failure to produce the documents must be resolved in the Charging Party's favor and against Respondents. See *Patterson-Stevens, Inc.*, 325

NLRB 1072 (1998); *Electrical Construction & Maintenance*, 307 NLRB 1247 (1992). The one definitive way Respondents could have overcome that burden with respect to Moore's gaps in pay would be to provide relevant documentation that was repeatedly requested by the Region as to why Moore had the gaps in his earnings. (GC 3, 4 and 5). Respondents provided no such documents even though such documents are in control of Respondents. (ALJD p. 5, Tr. 150-151, R 10.) The Board has found that a party's failure to offer documentation in support of its testimony warrants an inference that the documentation would not support the party's position. *Bay Metal Cabinets*, 302 NLRB 152, 178-179 (1991); *Electrical Construction & Maintenance*, 307 NLRB 1247 (1992) (violation layoff found where the Employer claimed diminished revenues but offered no documentary evidence "to support its bare claims at the hearing."). To meet their burden under Board law, Respondents were required provide evidence pursuant to the Region's three pre-trial requests or, at the very least, bring the evidence to trial and proffer it in their case. Instead, they entirely failed to provide any evidence as to Moore's pay gaps and now inexplicably want the wronged party—the Charging Party—to pay, literally, for their failings.

Moreover, Respondents' assertion that the Charging Party would have had the same gaps in pay as Moore due to their similar hiring dates completely fails under the weight of the evidence that was presented at trial when one considers, as the ALJ did, that employee Jeffrey Clem, who had far more seniority than either Smith and Forsythe, had similar gaps to Moore in his pay record. (ALJD p. 4, Tr. 117-118, GC 11) Clearly, Moore's pay gaps have not been shown to be related to seniority and thus, it is absurd, based on the evidence presented at trial, to assume that the Charging Party would have had the same pay gaps.

Given Respondents' failure to meet its evidentiary burden, the ALJ correctly concluded that Smith and Forsythe are the appropriate comparables.

Respondents' Exception 3: Respondents take exception to the ALJ's finding and ruling on pages 5-6 of her Supplemental Decision that an appropriate wage rate was used to calculate back pay in the Board's Compliance Specification.

As the ALJ found in her decision, GC and Respondents generally agreed with the wage rates for the Charging Party that were utilized in the Compliance Specification. (ALJD p. 5) With respect to those instances where the parties disagreed, after reviewing all the evidence, the ALJ appropriately determined that the wage rates used by GC in the Compliance Specification, which provided the Charging Party occasional wage rate increases in accordance with Smith, were reasonable approximations of the wage rates that the Charging Party would have enjoyed had he not been unlawfully discharged. (ALJD pp. 5-6) The GC and the Charging Party surmised that Smith's bumps in his hourly pay rate were due to his prevailing wage work based on the Charging Party's work experience with Respondents. (Tr. 25, 156) However, the ALJ made the determination that regardless of the reason for the hourly bumps in Smith's hourly pay rate, the Charging Party was entitled to them, based, in part, on Respondents' failure to adequately explain those bumps in pay. (ALJD p. 6) The inadequacy is clearly disclosed in Respondents General Manager of Operations Sales (General Manager) Dave Laming's testimony, where he maintained, contrary to the documentary evidence that Respondents themselves proffered at trial, that Smith's bumps in pay were a flat \$2.00 per hour. (ALJD p. 6, Tr. 146-147, 149) As the ALJ correctly noted, often times, Smith's bumps in his hourly wage rate varied from the asserted \$2.00 per hour.

(ALJD p. 6, R 1) Such contrary testimony completely undercuts Respondents' claim that the bump in hourly pay was due to his training of drivers.

As with Moore's pay gaps, discussed above, Respondents failed to produce any documentation showing that Smith's hourly increases were due to his work as a trainer other than the self-serving—yet still incorrect—testimony of General Manager Laming. (Tr. 146). A well-established Board principle is that where there are uncertainties or ambiguities, doubts must be resolved in favor of the wronged party rather than the wrongdoer. *WHLI Radio*, 233 NLRB 326, 329 (1977); *Intermountain Rural Electrical Association*, 317 NLRB 588, 591 (1995). As the Board found in *United Aircraft Corp.*, 204 NLRB 1068 (1973), “the backpay claimant should receive the benefit of any doubt rather than the Respondent, the wrongdoer responsible for the existence of any uncertainty and against whom any uncertainty must be resolved.” Thus, the Charging Party is entitled to those same temporary hourly increases in pay that Smith received.

Respondents further contend that at trial, the Compliance Officer agreed that their spread sheets with respect to the Charging Party's total interim earnings were correct. (R Brf 9, Tr. 77) It is clear from the trial testimony that the Compliance Officer is confirming what the Charging Party's interim earnings actually were, not what they are for Compliance purposes. Respondents are apparently arguing that the Charging Party's interim earnings should be fully offset against his gross backpay. Contrary to Respondents' argument, Compliance Manual Section 10554.3 clearly provides that where, as here, a discriminatee worked substantially more hours in a week for an interim employer than he or she would have worked for the gross employer, only interim earnings based on the same number of

hours as would have been available at the gross employer should be offset against gross backpay. See, e.g., *EDP Medical Computer Systems, Inc.*, 293 NLRB 857, 858 (1989); *United Aircraft Corp.*, 204 NLRB 1068, 1073 (1973); *Regional Import & Export Trucking Co.*, 318 NLRB 816, 818 (1995) ; *Center Service System Division*, 355 NLRB 1218, 1221 (2010)

Finally, Respondents argue that the Compliance Officer did not use the correct wage rates from Hershey's interim employment and that he instead averaged his interim pay rate. (R Brf. 9) However, Respondents do not point to any specific errors. Moreover, Respondents failed to show how any asserted averaging of the Charging Party's pay rate affected the backpay calculation.

Respondents' Exception 4: Respondents take exception to the ALJ's finding and ruling on pages 6-8 of her Supplemental Decision that overtime was calculated appropriately in the Board's Compliance Specification.

The ALJ appropriately found that the Charging Party is entitled to overtime pay consistent with the calculations as indicated in the Compliance Specification. Respondents argue that the ALJ, "ruled that the Board had carte blanche to calculate overtime however it wanted." Respondents' argument, however, completely ignores the fact that the ALJ relied on long-standing Board law and procedures in finding that Counsel for the General Counsel reasonably determined the Charging Party's overtime. (ALJD pp. 6-8)

Respondents' chief complaint appears to be that the Charging Party's available overtime hours were calculated on a weekly basis, not a quarterly basis. However, Respondents only offer bare assertions as to this point; they could cite to no case law on the

matter. They do cite to a “clipped” portion of Compliance Manual Section 10554.3.

However, Section 10554.3, when read as a whole, actually fully supports GC’s method of overtime calculation, particularly that section’s illustrative narrative regarding overtime hours calculations :

10554.3 Interim Earnings Based on Hours in Excess of Those Available at Gross Employer Not Deductible

In cases where a discriminatee worked substantially more hours for an interim employer than he or she would have worked for the gross employer, only interim earnings based on the same number of hours as would have been available at the gross employer should be offset against gross backpay.

This situation is most likely to occur when a discriminatee worked more overtime hours for an interim employer than would have been available with the gross employer, but is applicable in any situation.

For example, it is determined that gross backpay is based on a wage rate of \$10 per hour and a regular workweek of 40 hours, or \$400 per week. Total interim earnings for the same period are \$440 per week, but are based on a regular hourly wage rate of \$8, a regular workweek of 40 hours, and 10 hours of overtime per week. Although full interim earnings exceed gross backpay, in this situation it is not appropriate to offset the interim earning derived from overtime against gross backpay. Thus, only interim earnings from the regular 40-hour workweek, or \$320, should be offset against gross backpay.

Similarly, if it is determined that gross backpay is based on a reduced workweek of 30 hours, only those earnings derived from the first 30 hours of interim employment should be offset against gross backpay.

(footnotes omitted)

As clearly explained above in Section 10554.3 of the Compliance Manual, calculations

for available overtime hours are to be made on a weekly basis. In a similar vein, Respondents further argue that the Charging Party's situation does not fit into Section 10554.3 because he did not work "substantially more hours for his interim employer than he would have worked for Respondents." (R Brf. 13) Respondents' argument is again without merit, as they again appear to be focusing on the Charging Party's quarterly overtime hours and not his weekly overtime hours, which is the clear requirement set forth in Section 10554.3. As the ALJ found in her decision, applicable Board law further supports the Compliance Officer's approach to a weekly adjustment down of the Charging Party's hours worked at his interim employers. (ALJD, pp. 7-8) See also, ***Regional Import & Export Trucking Co.***, 318 NLRB 816, 818 (1995) (any pay for hours worked for any interim employer during the backpay period in excess of those hours which [the backpay claimant] would have worked at the Respondent Employer should be considered supplemental income and should not be deducted as interim earnings); ***United Aircraft Corp.***, 204 NLRB 1068, 1073–1074 (1973) (Earnings from such extra effort, whether exerted on "excess overtime" or a "moonlighting" job, should operate to the advantage of the backpay claimant, not of the employer required to make him whole for a discriminatory discharge) ; ***EDP Medical Computer Systems***, 293 NLRB 857, 858 (1989)(backpay claimant who 'chooses to do the extra work and earn the added income made available on the interim job' may not be penalized by having those extra earnings deducted from the gross backpay owed by the Respondent)

Finally, Respondents contend that because they t pays their employees on a bi-weekly basis, the Charging Party may have received a "windfall" with respect to the overtime

calculation because the Compliance Officer, without information as to which of the two weeks the overtime was actually worked, split the overtime in half over the two week period. (Tr. 74-75) The ALJ found that the Compliance Officer's method was reasonable. (ALJD, p. 6) One must keep in mind that this so-called windfall remains theoretical, no evidence was provided at trial on the subject. Regardless, Respondents now assert that if only Counsel for the General Counsel would have obtained time cards or other documents that showed the actual overtime hours worked each of the two weeks in the pay period by the comparable employees, no such windfall would have been possible. (R Brf. 12) Respondents, having the burden of proof yet failing to offer any of the relevant documentary evidence at trial, apparently now want the Charging Party to pay for that failure. See *Patterson-Stevens, Inc.*, 325 NLRB 1072 (1998)(failure to produce relevant documents must be resolved in the Charging Party's favor and against Respondents).

Respondents' Exception 5: Respondents take exception to the ALJ's finding and ruling on pages 8-9 of her Supplemental Decision that it was appropriate not to deduct union dues, uniform fees and unemployment benefit payments from back pay liability figure in the Board's Compliance Specification.

Contrary to the Respondents' exception, the ALJ appropriately determined that union dues, uniform fees and unemployment benefit payments should not be deducted from the Charging Party's backpay. (ALJD pp. 8-9) In making her determination, the ALJ correctly relied on long-standing Board law, the Compliance Manual, as well as Respondents' own procedural missteps. (ALJD pp. 8-9)

With respect to union dues, that money, whether remitted to the Union or not, is money that the Charging Party earned and was owed. As the ALJ correctly noted, Respondents

failed to consider is that their unlawful discharge of the Charging Party prevented him from enjoying any benefits of being a union member while working for Respondents and moreover, Respondents did not assert that under these circumstances they were under some duty to remit dues pursuant to the applicable labor agreement on Charging Party's behalf or would do so in the future. (ALJD pp. 8-9) Moreover it's purely speculative on Respondents' part as to whether the Charging Party would have continued to be a member of the Union or would have resigned pursuant to Michigan Public Act No. 348 of 2012 (also known as the Michigan Freedom to Work Act), which became effective March 28, 2013. (Tr. 97-98) See *OSF Healthcare System d/b/a St. Francis Hospital*, 2014 WL 1404536 (ALJDS, April 10, 2014) for further discussion on the Michigan Freedom to Work Act. Certainly, Respondents did not ask the Charging Party the question at trial as to whether he would have remained a member of the Union. In fact, the Charging Party's implication at trial was that he would have resigned from the Union, given the Union's apparent reticence in helping him with various work-related issues. (Tr. 135-136). Any ambiguity with respect to whether any erstwhile dues payments should have been deducted from his backpay must be weighed in favor of the Charging Party and not Respondents as the wrongdoers. See *Kansas Refined Helium Co.*, 252 NLRB 1156, 1157 (1980), *enfd.* sub nom. *Angle v. NLRB*, 683 F.2d 1296 (10th Cir. 1982).

In regard to unemployment payments made to the Charging Party during the backpay period, as the ALJ found, such benefits are not interim earnings and are not normally offset against backpay liability. (ALJD p. 9) See *Paint America Services*, 353 NLRB 973, fn. 5 (2009); *NLRB v. Gullett Gin Co.*, 340 U.S. 361 (1951). The Compliance Manual, Sec.

10554.1 also unequivocally provides that, “Unemployment insurance payments are collateral benefits; as such, they are not interim earnings and are not offset against gross backpay.”

As to the uniform fees issue, the ALJ correctly refused to consider such fees, given that Respondents failed to raise the issue in any of their answers to the compliance specification, waiting until the day of hearing to bring up the issue. (ALJD p. 9) By failing to raise the issue prior to the day of trial, Respondents are precluded from now making this argument. See Board’s Rules and Regulations Section 102.56(b) and (c); *Airports Service Lines*, 231 NLRB 1272, 1273 (1977); *Baumgardner Co.*, 298 NLRB 26 (1990). Regardless, the ALJ further appropriately found that Respondents’ unlawful discharge of the Charging Party prevented him from getting the benefit of wearing the uniform required by Respondents and therefore, it is unreasonable to deduct that amount from the backpay amounted due to him. (ALJD p. 9)

Respondents’ Exception 6: Respondents take exception to the ALJ’s finding and ruling on Pages 9-11 of her Supplemental Decision that interim expenses were reasonably calculated in the Board’s Compliance Specification.

Citing *King Soopers, Inc.*, 364 NLRB No. 93 (2016), slip op. at 6, the ALJ correctly determined that current Board law dictates that a respondent is liable for interim travel expense for the mileage to and from an interim employer in the same manner that they are liable for other expenses, (i.e. medical expenses and retirement fund contributions) incurred as a direct result of being unlawfully discharged without those expenses being offset by interim earnings.² (ALJD p. 10) Accordingly, the ALJ therefore found that the Charging Party should

² See also, *JG Restaurant Ventures, LLC, d/b/a Big Louie’s Pizza*, 365 NLRB No. 144, slip op. at 3 (2017) (Board orders that search for work and interim employment expenses shall be calculated separately from taxable net backpay.)

be compensated in full for his interim travel expenses as a result of his unlawful discharge.³
(ALJD p. 10)

Respondents essentially make two arguments against the ALJ's decision with respect to the Charging Party's interim travel expenses: 1) that ***King Soopers, Inc.***, does not apply under the instant set of facts; and 2) that the mileage was calculated incorrectly because the Compliance Specification used the wrong reporting address for Respondents.

In regard to the applicability of ***King Soopers, Inc.***, to the instant facts, Respondents' appear to argue that although ***King Soopers, Inc.*** does contemplate reimbursement of for "expenses incurred in connection with interim employment", the Charging Party's mileage to and from his interim employers does not meet the definition for interim employment expenses under ***King Soopers, Inc.***. (R. Brief, p. 17.) Respondents seriously misread the definition of interim employment expenses under Board law and policy. Nothing in ***King Soopers, Inc.***, modified the definition of interim employment expenses, which has long included excess mileage to and from an interim employer. See, e.g., ***Robert E. Cashdollar, Sr., d/b/a Nelson Metal Fabricating***, 259 NLRB 1023 (1982)(Excess mileage to and from an interim employer is an interim employment expense for compliance purposes). See also, Compliance Manual, Section 10555, Reimbursement of Search for Work or Interim Employment Expenses. Based on the above, the ALJ appropriately found that the mileage the Charging Party traveled to and from his interim employers is a fully compensable interim

³ The General Counsel agrees with ***King Soopers*** to the extent that it calculates the expenses related to search-for-work and interim employment expenses separately from lost wages. However, the General Counsel believes that in no case should a discriminatee separately recover search-for-work or interim employment expenses if the discriminatee's interim earnings exceed the sum of lost wages and work-search/interim expenses. See ***King Sooper's Inc.***, 364 NLRB No. 93, slip op. at 14 n.16 (Aug. 24, 2016) (Chairman Miscimarra, dissenting).

expense. (ALJD p. 10)

In regard to Respondents' contention that Counsel for the General Counsel used the incorrect reporting location, Respondents claim that the Charging Party's reporting work site was the Flat Rock, Michigan facility, not the Pontiac, Michigan facility utilized in the Compliance Specification. (Tr. 17, 99). Respondents further asserted that the Charging Party would have travelled to the Flat Rock location for the entirety of the backpay period. (Tr. 146).

Contrary to Respondents' claim, the Charging Party credibly testified that starting at the end of November 2012, when he was assigned to the Flat Rock project, he was specifically told by Respondents, including General Manager Laming, that the project would be temporary. (Tr. 121-122, 157). Respondents did not directly refute the Charging Party's assertion on that point. The Charging Party was also informed that he and other employees would be reimbursed in some way for their travel to the Flat Rock site, but ultimately they never were. (Tr. 139, 140, R 7). Although the Charging Party clocked in at the Flat Rock site, he was told by Respondents' representative he reported to, Dispatcher Tony Allen, that he and the approximately four other Pontiac employees assigned to the project were required to first report to Respondents' Pontiac, Michigan facility, drive from Pontiac to Flat Rock, and then return back from Flat Rock to Pontiac at the end of the day so that the employees could turn in their paperwork. (Tr. 124-125, 132, 156-157). Respondents were so intent on requiring the Charging Party and other drivers to report to Pontiac before going to Flat Rock that they were told by Dispatcher Allen that Respondents would review the security tape to verify all the drivers reported to Pontiac and left together for Flat Rock. (Tr. 132).

Respondents General Manager Laming testified that the Charging Party was not required to first report to Pontiac before driving down to Flat Rock, but did so because it was “very convenient.” (Tr. 146). Perhaps it was very convenient for Respondents so they could more easily manage their employees, but it was certainly not convenient for the Charging Party. He credibly rebutted Laming’s assertion, pointing out how out of the way and inconvenient going west to Pontiac first on secondary roads was as opposed to just driving straight to Flat Rock from home on an interstate highway. (Tr. 156, 160-166, R 14).

The Charging Party was working at the Flat Rock site on March 27, 2013, the day of his unlawful discharge. (Tr. 127). Approximately one month later, when passing by the Flat Rock site while working for an interim employer, the Charging Party saw that mining trucks from another company had taken over the project and concluded that the project, with respect to Respondents’ employees, was over. (Tr. 127). Laming contrarily testified that Respondents continued working at the Flat Rock site through the entire backpay period. (Tr. 146). However, Respondents, who could have, with relevant documentation, cleared up any debate as to when the Flat Rock project was completed —admitted that they have in their possession relevant documentation showing when the Flat Rock job ended but inexplicably didn’t bring it with them to trial. (Tr. 152). Instead Respondents relied on the self-serving testimony of Laming. The Board has found that a party’s failure to offer documentation in support of its testimony warrants an inference that the documentation would not support the party’s position. *Bay Metal Cabinets*, 302 NLRB 152, 178-79 (1991); See also, *Electrical Construction & Maintenance*, 307 NLRB 1247 (1992) (violation found where the Employer claimed diminished revenues but offered no documentary evidence “to support its

bare claims at the hearing.”).

Moreover, Respondents failed to call to the stand Pontiac Dispatcher Tony Allen and Flat Rock Supervisor Sean Schmidt, the two people the Charging Party reported to at their respective locations. (Tr. 138). In *International Automated Machines, Inc.*, 285 NLRB 1122 (1987), the Board reaffirmed the “familiar rule ... that when a party fails to call a witness who may reasonably be assumed to be favorably disposed to the party, an adverse inference may be drawn regarding any factual question on which the witness is likely to have knowledge.” *Id.* at 1123 (citations omitted). Neither Allen nor Schmidt were shown to be unavailable to Respondents, and both qualified as witnesses “who may reasonably be assumed to be favorably disposed to” Respondents.

The ALJ, after hearing from all the witnesses and noting the deficiencies in Respondents’ case in chief with respect to their failure to proffer relevant evidence, determined that, contrary to Respondents’ contention, the Charging Party reported to Respondents’ Pontiac facility, not its Flat Rock facility and that further, the interim employment expenses outlined in the Compliance Specification were appropriate and reasonable. (ALJD pp. 10- 11)

At the end of its Exception 6, Respondents attempts to provide what they assert would be the Charging Party’s backpay if his interim employment expenses are found not to be compensable, providing a number of spread sheets that apparently reflect numerous backpay scenarios. (R Brf. 22-23, R I) However, notwithstanding the fact that interim mileage expenses are fully permissible under the instant facts, these Respondents provided spreadsheets appear to disallow any interim employment expense with respect for mileage,

even though such expenses would have been allowed even prior to the *King Soopers, Inc.*, decision. See, e.g., *North Slope Mechanical*, 286 NLRB 633, 638 (1987).

Respondents' Exception 7: Respondents take exception to the ALJ's finding and ruling on Pages 11-13 of her Supplemental Decision that 401(k) benefits were correctly included in the total back pay liability and reasonably calculated in the Board's Compliance Specification.

In her supplemental decision, the ALJ appropriately found that including the Charging Party's 401(k) investment with Respondents, lost due to his unlawful discharge, was reasonable and moreover, required under Compliance Manual, Sec. 10544.3. (ALJD p. 12) The ALJ further appropriately found that the dollar amount indicated in the Compliance Specification for his lost 401(k) investment was reasonable under the circumstances. (ALJD pp. 12-13)

Respondents first make the apparently rhetorical argument as to the Charging Party's lost 401(k) investment, asking, "Why would [Respondents] reimburse [the Charging Party].... in 401(k) contributions he did not make?" (R Brf. 23) The obvious answer is that he did not make those contributions because Respondents unlawfully discharged him. The record is clear that the Charging Party's contributions and Respondents partial matching contributions were being made up to the time of his discharge. (Tr. 29-36)

Respondents next assert that just because he no longer had access to Respondents' 401(k) funds after his discharge, the Charging Party could have nonetheless invested in any other investment he deemed appropriate after his discharge and that there is no basis to assume that he did not invest his interim earnings. (R Brf. 24) Respondents were free to present evidence, examine and cross-examine witnesses during the trial on this point and

failed to do so. Given this lack of evidence, Respondents' assertion is completely unsubstantiated speculation and without merit.

Finally, Respondents contend that, to the extent the lost 401(k) investment was included in the Charging Party's backpay, the Compliance Specification should have used a fund that is currently offered by Respondents. The Compliance Officer testified that the Securian domestic equity fund that the Charging Party contributed to while working for Respondents was no longer in existence, so he reasonably chose a comparable domestic equity fund. (Tr. 31, 107-108). The Compliance Officer did not seek out the fund with the highest rate of return during the backpay period nor did he choose some obscure fund. He chose a solid, well-established domestic equity fund, the Vanguard 500 fund. (Tr. 31, 107-108) Respondents failed to provide any information as to the rates of returns for any of their current 401(k) funds and furthermore, as noted by the ALJ, Respondents presented no evidence in their Answer to the Compliance Specification or at hearing to support a finding that the use of the Vanguard 500's quarterly rates of return does not result in a reasonable approximation of the rate of return that Hershey would have enjoyed if he was not unlawfully discharged. (ALJD p. 13)

Respondents' Exception 8: Respondents take exception to the ALJ's Supplemental Decision and Supplemental Order because they run contrary to the stated purpose of backpay awards.

Citing *McCann Steel Co., Inc. v. NLRB*, 570 F.2d 652, 656 (6th Cir. 1978), among other cases, Respondents assert—not incorrectly—that the general purpose of backpay awards is to restore the status quo a discriminatee would have enjoyed if the discriminatory

discharge had not taken place. (R Brf. 24-25) Respondents apparently take “general purpose” to mean that the Charging Party is prohibited from receiving any backpay under Board law because he assertedly earned more at his interim employers than he would have working for Respondents. Respondents, in making this assertion, ignore longstanding Board jurisprudence as to the meaning of “restoring a discriminatee to the status quo.” As indicated in the Compliance Manual and relevant case law, restoring a discriminatee to the status quo entails more than just looking to see how much a discriminatee earned during his interim employment. As the ALJ determined in awarding the Charging Party backpay, GC’s Compliance Specification reasonably followed the dictates of relevant Board law and the Compliance Manual in determining the Charging Party’s backpay. See generally, ALJD and cases and compliance manual provisions cited therein.

Respondents’ Exception 9: Respondents take exception to the ALJ being charged with making findings of facts and conclusions of law, as doing so violates the United States Constitution and it deprived Respondents of an Article 3 judge or jury.

Respondents argue that under Article III of the U.S. Constitution, judicial power is supposed to be vested in the courts but that the National Labor Relations Board, despite being derived from the Executive Branch under Article II, nonetheless exerts Article III powers because it “makes the laws, enforces the laws and interprets the laws.” Respondents further argue that such conduct by the NLRB runs “afoul” of Article III and thus deprives Respondents of their right to have a judge or jury to decide Board matters. (R Brf. 25-26) Notwithstanding the fact that the constitutionality of the Board processes have stood the test of time since 1935, Respondents are completely being disingenuous in their argument, given

that a judge did review this very case, when Respondents appealed to the Sixth Circuit Court the underlying unfair labor practice decision and moreover, Respondents have the right to appeal to the Sixth Circuit any Board findings with respect to the compliance aspects of the instant case.

Conclusion

For all of the foregoing reasons, Counsel for the General Counsel respectfully requests that the Board uphold the ALJ's Supplemental Decision.

Dynn Nick

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Dated: April 2, 2018

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
WASHINGTON, D.C.

LOU'S TRANSPORT, INC. AND T.K.M.S., INC.

And

Case 07-CA-102517

MICHAEL HERSHEY, an Individual

**AFFIDAVIT OF SERVICE OF ANSWERING BRIEF OF COUNSEL FOR THE GENERAL
COUNSEL TO RESPONDENTS' EXCEPTIONS TO THE ADMINISTRATIVE LAW JUDGE'S
SUPPLEMENTAL DECISION**

I, the undersigned employee of the National Labor Relations Board, being duly sworn, say that on April 2, 2018, I served the above-entitled document by **email** upon the following persons, addressed to them at the following addresses:

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April 2, 2018

Dynn Nick, Counsel for the General
Counsel

Date

Name

/s/ Dynn Nick

Signature

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Lou's Transport, Inc. and T.K.M.S., Inc.¹ and Michael Hershey. Case 07–CA–102517

July 24, 2018

SUPPLEMENTAL DECISION AND ORDER

BY CHAIRMAN RING AND MEMBERS MCFERRAN
AND EMANUEL

On January 25, 2018, Administrative Law Judge Kimberly R. Sorg-Graves issued the attached supplemental decision. The Respondent filed exceptions and a brief in support, and the General Counsel filed an answering brief.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Board has considered the supplemental decision and the record in light of the exceptions and briefs and has decided to affirm the judge's rulings, findings,² and conclusions and to adopt the recommended Order as modified and set forth in full below.

ORDER

The National Labor Relations Board adopts the recommended Order of the administrative law judge and orders that the Respondent, Lou's Transport, Inc. and T.K.M.S., Inc., Pontiac, Michigan, its officers, agents, successors, and assigns, shall pay Michael Hershey the following amounts, which total \$49,817, plus interest accrued on the net backpay, bonuses, and interim expenses to the date of payment at the rate prescribed in *New Horizons*, 283 NLRB 1173 (1987), compounded daily as prescribed in *Kentucky River Medical Center*, 356 NLRB 6 (2010), minus tax withholdings required on the backpay and bonuses by Federal and State laws.

¹ We amend the caption to correct the name of Respondent T.K.M.S., Inc.

² The Respondent has implicitly excepted to some of the judge's credibility findings. The Board's established policy is not to overrule an administrative law judge's credibility resolutions unless the clear preponderance of all the relevant evidence convinces us that they are incorrect. *Standard Dry Wall Products*, 91 NLRB 544 (1950), enf'd. 188 F.2d 362 (3d Cir. 1951). We have carefully examined the record and find no basis for reversing the findings.

In affirming the judge's finding that unemployment compensation payments are not interim earnings under Board law, we do not rely on her citation to *Paint America Services*, 353 NLRB 973 (2009), a two-member Board decision. See *New Process Steel, L.P. v. NLRB*, 560 U.S. 674 (2010). Instead, we rely on *NLRB v. Gullett Gin Co.*, 340 U.S. 361 (1951).

Net Backpay:	\$11,683
Bonuses:	\$ 5267
Interim Expenses:	\$21,354
<u>401(k) Non-taxable Distribution:</u>	<u>\$11,513</u>
TOTAL:	\$49,817

It is further ordered that the Respondent reimburse Michael Hershey for any additional estimated lost 401(k) gains to the date of payment, calculated using the same method to calculate lost 401(k) gains set forth in the compliance specification.

It is further ordered that the Respondent reimburse Michael Hershey for any adverse tax consequences of receiving a lump-sum backpay award, allocating the backpay award to the appropriate calendar years as prescribed in *AdvoServ of New Jersey, Inc.*, 363 NLRB No. 143 (2016).³

Dated, Washington, D.C. July 24, 2018

John F. Ring, Chairman

Lauren McFerran, Member

William J. Emanuel, Member

(SEAL) NATIONAL LABOR RELATIONS BOARD

Dynn Nick, Esq., for the General Counsel.

Steven A. Wright and Amy D. Comito, Esqs. (Steven A. Wright, P.C.), for the Respondent.

Michael Hershey, for the Charging Party.

SUPPLEMENTAL DECISION

STATEMENT OF THE CASE

KIMBERLY R. SORG-GRAVES, Administrative Law Judge. These supplemental proceedings were tried before me in Detroit, Michigan on September 18, 2017, pursuant to a compliance specification and notice of hearing that issued by the National Labor Relations Board, Region 07 on November 6, 2015, and was later amended on June 27, 2016, December 8, 2016, August 3, 2017, and August 14, 2017. At the commencement

³ Schedule J of the compliance specification calculates that there would have been no adverse tax consequences as a result of Hershey receiving the lump-sum backpay amount calculated in the compliance specification in 2017, but that calculation may change based upon the year in which the payment is rendered.

of the hearing, I granted General Counsel's oral motion to amend the fourth amended compliance specification issued on August 14, 2017, to correct some mathematical errors and to admit it into the record as GC Exh. 1(qq). (Tr. 11-13; GC Exhs. 1(ii) and 1(qq).)¹ I also granted Lou's Transport, Inc. and T.K.S., Inc.'s (Respondent) oral motion to amend its answer to the fourth amended compliance specification by removing the document at page 4 of its answer, which is a 1-page excerpt from the transcript of the underlying unfair labor practice hearing, and all references to that document. (Tr. 8-9; GC Exh. 1(oo).) Respondent's amended answer serves as its answer (Respondent's Answer) to the amended fourth amended compliance specification (Compliance Specification). (GC Exh. 1(oo) and (qq).)

General Counsel contends that the Compliance Specification alleges the amount of backpay and compensation for other benefits due to Michael Hershey (Hershey or Charging Party) under the terms of the Board's decision and order in *Lou's Transport, Inc.*, 361 NLRB 1446, 1448 (2014). In its decision, the Board found that Respondent had discharged Hershey in violation of Section 8(a)(1) of the Act because of his protected concerted activity protesting the safety conditions of the roads and the poor maintenance of the trucks that drivers were required to drive in a mine where they were performing work. The Board's order in *Lou's Transport, Inc.* was enforced by the U.S. Court of Appeals for the Sixth Circuit in *Lou's Transport, Inc., v. NLRB*, 644 Fed.Appx. 690 (6th Cir.2016), 205 LRRM (BNA) 3651 (April 6, 2016).

The Board's enforced order, in pertinent part, requires Respondent to take the following affirmative actions:

- (a) Within 14 days from the date of this Order, offer Michael Hershey full reinstatement to his former job or, if that job no longer exists, to a substantially equivalent position, without prejudice to his seniority or any other rights or privileges previously enjoyed.
- (b) Make Michael Hershey whole for any loss of earnings and other benefits suffered as a result of the discrimination against him, in the manner set forth in the remedy section of the judge's decision as modified.
- (c) Compensate Michael Hershey for the adverse tax consequences, if any, of receiving a lump-sum backpay award, and file a report with the Social Security Administration allocating the backpay award to the appropriate calendar quarters. . . .
- (f) Preserve and, within 14 days of a request, or such additional time as the Regional Director may allow for good cause shown, provide at a reasonable place designated by the Board or its agents, all payroll records, social security payment records, timecards, personnel records and reports, and all other records, including an electronic copy of such records if stored in electronic form, necessary to analyze the amount of backpay due under the terms of this Order.

¹ Abbreviations used in this decision are as follows: "Tr." for the Transcript, "GC Exh." for the General Counsel's exhibits, "R. Exh." for Respondent's Exhibits, and "U. Exh." for the Union's Exhibits. Specific citations to the transcript and exhibits are included where appropriate to aid review, and are not necessarily exclusive or exhaustive.

In making my findings and conclusions, I have considered the entire record, and have had an opportunity to observe the demeanor of the witnesses at the hearing. I have also considered the briefs filed by the General Counsel and the Respondent.

POSITIONS OF THE PARTIES

General Counsel asserts in the Compliance Specification that the appropriate backpay period for Hershey was from March 27, 2013, to August 22, 2016, and that Respondent owes Hershey \$11,683 in net backpay (gross backpay minus 5% for 401(k) contributions and minus interim earnings), \$5267 in bonuses, \$11,513 in 401(k) non-taxable distributions, \$21,354 in interim expenses, \$495 in consequential economic harm, all totaling \$50,312, plus reimbursement for any excess tax liability on Hershey's part due to the lump sum backpay payment, plus interest through the date of payment. (GC Exh. 1(qq).)

As is set forth in Respondent's Answer to the Compliance Specification, Respondent asserts that General Counsel made multiple errors in the methods used to compile the Compliance Specification. (GC Exhs. 1(oo) and (qq).) Respondent asserts that Hershey's higher hourly wage during his interim employment supports its claim that he is not owed backpay. Respondent contends that the Compliance Specification contains errors in failing to properly offset Hershey's interim earnings against the backpay liability. Respondent contends that General Counsel erred in its computation of backpay by using the wrong backpay period, the wrong comparable employees, and the wrong wage rate in some of its calculations. Respondent further contends that General Counsel erred by disparately calculating overtime pay, and by failing to deduct union dues, uniform expenses and unemployment insurance payments from the backpay amount. Also, Respondent asserts that General Counsel erred by using the wrong work location to calculate mileage in computing interim expenses and by not offsetting the interim expenses against interim earnings. Finally, Respondent opposes the inclusion of employer matched 401(k) contributions and projected interest on the 401(k) benefit reimbursement calculated in the Compliance Specification.²

OVERVIEW OF LEGAL STANDARDS

The Board has noted that a loss of employment as the result of an unfair labor practice is presumptive proof that some backpay is owed. *St. George Warehouse (St. George Warehouse I)*, 351 NLRB 961, 963 (2007). In a compliance proceeding the General Counsel has the burden of proving the amount of gross backpay due each discriminatee. *Id.*; *Florida Tile Co.*, 310 NLRB 609 (1993). See also, *NLRB v. S.E. Nichols of Ohio*, 704 F.2d 921, 924 (6th Cir.1983), cert. denied 464 U.S. 914 (1983); NLRB Casehandling Manual (Part Three) Compliance, Section 10532.3 (CHM Section). In *Performance Friction Corp.*, 335 NLRB 1117, 1117 (2001), the Board noted:

² Respondent did not oppose the Compliance Specification's determination that no excess tax penalty will result from the lump payment of the total backpay liability assessed in the Compliance Specification or the appropriateness of interest being due on the backpay liability to the date of its payment. Therefore, those determinations in the Compliance Specification are not directly addressed herein.

Both the Board and the Court have applied a broad standard of reasonableness in approving numerous methods of calculating gross backpay. Any formula which approximates what the discriminatees would have earned had they not been discriminated against is acceptable if not unreasonable or arbitrary in the circumstances. *La Favorita, Inc.*, 313 NLRB 902, 903 (1994), enfd. mem. 48 F.3d 1232 (10th Cir. 1995). The Board is required only to adopt a formula which will give a close approximation of the amount due; it need not find the exact amount due. *NLRB v. Overseas Motors*, 818 F.2d 517, 521 (6th Cir. 1987), citing *NLRB v. Brown & Root, Inc.*, 311 F.2d 447, 452 (8th Cir. 1963). Nonetheless, the objective is to reconstruct as accurately as possible what employment and earnings the discriminatee would have had during the backpay period had there been no unlawful action. *American Mfg. Co. of Texas*, 167 NLRB 520 (1967); CHM Section 10532.1.

The comparable or representative employee approach is an accepted methodology on which to base backpay calculations. *Performance Friction Corp.*, supra at 1117. After the General Counsel has established the amount of gross backpay due to the discriminatee, the Respondent then has the burden of establishing affirmative defenses to mitigate its liability. *St. George Warehouse I*, supra, at 963; *Grosvenor Resort*, 350 NLRB 1197, 1198 (2007).

"Another well-established principle is that, where there are uncertainties or ambiguities, doubts should be resolved in favor of the wronged party rather than the wrongdoer." *Kansas Refined Helium Co.*, 252 NLRB 1156, 1157 (1980) (enfd. sub nom. *Angle v. NLRB*, 683 F.2d 1296 (10th Cir. 1982)). See also, *F. M. Broadcasting Corporation d/b/a WHLI Radio*, 233 NLRB 326, 329 (1977). In *United Aircraft Corp.*, 204 NLRB 1068 (1973), the Board stated that "the backpay claimant should receive the benefit of any doubt rather than the [r]espondent, the wrongdoer is responsible for the existence of any uncertainty and against whom any uncertainty must be resolved."

Issues

A. Was net backpay calculated correctly in the Compliance Specification?

1. Was the correct backpay period used?

The Compliance Specification assumes the backpay period to be from the date of Hershey's discharge, March 27, 2013, to August 22, 2016, at which time Hershey failed to timely respond to Respondent's unequivocal and unconditional offer of reinstatement. (Tr. 19; GC Exh. 1(qq) at para. 4.) Respondent agrees that the backpay period started on March 27, 2013, but contends that it ended on November 24, 2014, when Hershey testified in the underlying unfair labor practice hearing that he did not want to be reinstated by Respondent. (Tr. 137.)

I reject Respondent's contention that Hershey's testimony during the unfair labor practice hearing that he did not want to be reinstated by Respondent tolled the backpay liability period. Respondent contends that these statements by Hershey excused it from following Board precedent and the Board order in this matter to "offer Michael Hershey full reinstatement to his former job or, if that job no longer exists, to a substantially

equivalent position, without prejudice to his seniority or any other rights or privileges previously enjoyed" in order to toll backpay liability. Respondent's questions about reinstatement posed to Hershey during the unfair labor practice hearing did not meet the specific standards required in making an unconditional offer of reinstatement and allowing a reasonable time to accept that offer, and therefore, Hershey's rejection of reinstatement under those circumstances does not toll backpay liability. *Spitzer Akron, Inc.*, 195 NLRB 114, 114 (1972); *Flat-iron Materials Co.*, 250 NLRB 554, 554 (1980); *Cooperativa de Credito y Ahorro Vegabajena*, 261 NLRB 1098 (1982). See also *Lipman Bros. Inc.*, 164 NLRB 850, 853 (1967); *Rikal West, Inc.*, 274 NLRB 1136 (1985).

Therefore, I find that the backpay period of March 27, 2013, to August 22, 2016, is appropriate.

2. Were the appropriate comparable employees used to calculate backpay?

The Region solicited payroll and other information from Respondent in an attempt to identify the appropriate comparable employee(s) on whose wages the Compliance Specification bases Hershey's backpay amount. Respondent provided the Region with payroll records for 11 drivers. Respondent employs two different types of truck drivers, who perform different types of work, which affected the amount of work available for each type of drivers. The labor agreement between Respondent and the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Local Union #614 (IBT labor agreement) sets different pay rates for these two types of drivers. Hershey drove a quad axle truck for Respondent. Therefore, I find, and Respondent and General Counsel agree, that the proper method of calculating backpay is by using another quad axle truck driver as a comparable employee.

General Counsel contends that Ronnie Smith, hired April 12, 2011, and Gary Forsyth, hired May 17, 2011, are the appropriate comparable employees for Hershey, who was hired more than a year later on July 26, 2012. Respondent contends that the appropriate comparable employee is Kevin Moore, Sr. with a hire date of May 31, 2012, less than 2 months before Hershey's. The compliance officer testified that he considered using Moore as the comparable employee, but notice that Moore and quad axle truck driver, Jeffrey Clem, hired June 5, 2003, had large unexplained gaps in their employment with Respondent. (Tr. 117-118; GC Exh. 11.) Based upon Clem's seniority status, which under the agreement would make him less likely to be laid off during those periods of time while other less senior quad axle drivers continued to work, I do not find that layoff by seniority for lack of work explains his gaps in employment. The compliance officer testified that Clem's gaps in employment called into question why these two employees with significantly different seniority status had gaps in their employment histories. (Tr. 21-22.) General Counsel attempted to determine the reason for these gaps in employment by letters dated April 18, May 1, and June 2, 2017, requesting that Respondent provide the Region with layoff documents, recall documents, and any other documents that would explain the gaps in employment for Moore and any other employee.

(GC Exhs. 3, 4, and 5.) Respondent did not respond to any of these inquiries. (Tr. 22.)

Furthermore, Respondent presented no evidence at hearing and made no contentions in its Answer or brief in this matter to explain the gaps in Moore's employment. (GC Exh. 1(oo).) Instead, Respondent argues that General Counsel dismissed Moore as the appropriate comparable employee because Hershey would not receive backpay if Moore was used as the comparable employee without making any assertion as to why Moore had gaps in employment. (R. Br. at pgs. 8–10.) Respondent's general manager of operations and sales, David Laming, admitted that Respondent maintains time records for each employee. (Tr. 150–151; R. Exh. 10.) If there was an overall decrease in labor hours for quad axle drivers, Respondent would have been in a position to provide that evidence. Instead, Respondent presented no evidence and gave no explanation to support a finding that Moore's gaps in employment were based upon any reason that would have affected the availability of work for Hershey. Furthermore, the record reflects that Respondent hired and trained new quad axle drivers during the backpay period. (Tr. 146–147.) Therefore, Respondent failed to establish that Hershey's work schedule would reflect gaps comparable to Moore's had Hershey not been discharged.

As there is a failure on Respondent's part to submit evidence within its control that results in uncertainties and ambiguities, I resolve the doubts in favor of the wronged party rather than the wrongdoer. See *Kansas Refined Helium*, supra at 1157. Accordingly, I find that the Compliance Specification's average of the hours worked by Gary Forsyth and Ronnie Smith, the two next senior quad axle truck drivers, constitutes a reasonable "comparable employee" on which to base the hours of work used to calculate the backpay.³

3. Was the proper wage rate used to calculate backpay?

The IBT labor agreement sets the wage rate for quad axle drivers based upon years of service. For the most part, the Compliance Specification uses the IBT labor agreement wage rate which varies based upon years of service to determine how much Hershey would have earned if he had not been discharged. Respondent agrees that this is the appropriate rate for Hershey but disagrees with the few instances in the Compliance Specification where a higher wage rate is used. The payroll records for comparable employee Smith reflect that at some times he received \$2 or more per hour than the IBT labor agreement wage rate for his years of service. (R. Exh. 1; GC Exh. at pg. 25.) Assuming that these variances in wages were a result of prevailing wage work with rates that exceeded the contractual wage rate, the Compliance Specification applied the increases to the wage rate used for calculating the backpay amount for the same periods based upon the assumption that the same increases would have also been available to Hershey.

Laming testified that he could not recall prevailing wage rate work during the applicable time period and claimed that the variances in Smith's wage rate were due to a flat \$2 per hour

³ I also find that the Compliance Specification meets the required reasonable standard in its reliance upon only Smith's payroll history for periods during which Forsyth was performing dispatch and not quad axle driving work. (Tr. 24; GC Exh. 1(qq), fn.1.)

premium for training new drivers. The training premium was available to Smith and other experienced drivers, who were willing to perform the training when available. (Tr. 146–147.) This testimony is not fully consistent with Smith's payroll records which periodically reflect wage rates more than \$2 above the contractual amount. (R. Exh. 1.) Respondent never explained why the wage rate would have varied more than the \$2 premium for training new drivers. More importantly, Respondent provided no evidence that Hershey, who had 35 years of driving experience, would not have been eligible for the \$2 training premium or other increases in wages above the contractual wage rate that Smith enjoyed. (Tr. 133.)

I again resolve ambiguities in the record in the favor of the claimant and against the Respondent. See *Kansas Refined Helium*, supra at 1157. Thus, I find that the wage rates used in the Compliance Specification to calculate backpay are reasonable approximations of the wage rates that Hershey would have enjoyed if he had not been unlawfully discharged.

4. Was the overtime portion of the backpay calculated appropriately?

Respondent contends that the manner in which overtime pay was calculated in the Compliance Specification was unreasonable and arbitrary.⁴ Respondent contends that it results in a backpay award for Hershey that arbitrarily puts him in a better financial position than if he remained employed by Respondent. Respondent contends that this is especially true in this case because Hershey received higher hourly wages at his interim employment than the contractual wage provided by Respondent. General Counsel contends that the method used to compute overtime pay liability is consistent with Board precedent and the Board's Compliance Manual policy not to deduct earnings from excess overtime worked by a claimant at interim employment even if this calculation seems to make the claimant more than "whole".

Respondent provided the Region with biweekly payroll information for the comparable employees. This information gave total regular hours and overtime hours for each 2-week payroll period. Respondent did not provide time cards or other information from which the Region could have derived the accurate regular and overtime hours to attribute to each week, nor did Respondent enter any such records into evidence.

To compare the available payroll information to Hershey's interim earnings, the biweekly totals for each of the comparable employees were divided by two and equal amounts of regular hours and overtime hours were allocated to each week of the payroll period. Then the two comparable employees' regular hours and overtime hours were averaged for each week. During the periods that Hershey's interim employment was compensated bi-weekly, his regular hours and overtime hours were divided by two and equally allocated to each week in the same

⁴ Respondent did not dispute the formula used to calculate backpay bonuses other than its contention that the wrong comparable employees were utilized. Because I found the use of the average of the two employees' payroll information was a reasonable basis for calculating the backpay liability under the circumstances of this case, I find that basing the backpay bonus amounts due on the average of the comparable employees' bonuses also is reasonable.

manner. Much of his interim employment was compensated weekly; therefore, the totals for those individual weeks were utilized in the Compliance Specification. I find the method used to allot regular and overtime hours to individual weeks in the Compliance Specification is reasonable based upon the information provided by Respondent for this purpose.

The average regular and overtime hours for the comparable employees for each week in the backpay period were used in the Compliance Specification to compare overtime work to Hershey's interim overtime hours on a weekly basis. If Hershey worked more overtime hours at his interim employment for any week, the pay for the overtime hours that exceeded the average comparable overtime hours was not subtracted from the backpay liability. If Hershey worked less overtime hours than the average of the comparable employees, the pay for the overtime hours that exceeded the overtime hours worked by Hershey that week was included in the backpay liability. Schedule D of the Compliance Specification calculates the gross backpay liability to be \$19,144 using this method.⁵ (GC Exh. 1(qq), pg. 41.)

Respondent objects to this week-by-week comparison and contends that the overtime portion of the backpay liability should be calculated on a quarterly basis, similarly to how the backpay liability for regular hours was computed in the Compliance Specification. Respondent contends that the total of the average overtime hours for the comparable employees over each quarter should be deducted from the total overtime compensation that Hershey earned at interim employers for each quarter as was done with the regular hours, which results in lower backpay liability. Yet, the backpay liability numbers provided by Respondent do not rely upon quarterly calculations but rather it offsets quarters of lower interim earnings than backpay liability with quarters of higher interim earnings than backpay liability. (Tr. 115; GC Exh. 1(oo), pg. 8 of Spreadsheet 1, Net Backpay calculation column.) Indeed, Respondent's own calculations show five quarters during which Hershey's total interim earnings were less than the backpay liability for those quarters, totaling a backpay liability of \$16,507.12. *Id.* Thus, Respondent's calculations ignore long standing Board precedent that holds that interim earnings that exceed gross backpay in any quarter are not applied against gross backpay in any other quarter. See, *F. W. Woolworth Co.*, 90 NLRB 289, 293 (1950); see also, NLRB Casehandling Manual (Part Three) Compliance, Sec. 10564.3. Thus, the difference between the Compliance Specification's and the Respondent's calculation of the gross backpay by quarters is \$2,637.

This difference in quarterly gross backpay sums is a result of the Compliance Specification's weekly comparison of overtime hours. In asserting that this is the correct method to calculate backpay liability, General Counsel relies upon the Board's Compliance Manual Section 10554.3, entitled "Interim Earnings Based on Hours in Excess of Those Available at Gross Employer Not Deductible," which states:

⁵ In Schedule E, the gross backpay for each week is reduced by 5% for the contribution to the 401(k) plan in which Hershey had participated prior to his discharge, resulting in a net backpay liability of \$11,683. (GC Exh. 1(qq), pg. 53.)

In cases where a discriminatee worked substantially more hours for an interim employer than he or she would have worked for the gross employer, only interim earnings based on the same number of hours as would have been available at the gross employer should be offset against gross backpay. Citing, *United Aircraft Corp.*, 204 NLRB 1068, 1073-1074 (1973); See also *EDP Medical Computer Systems*, 293 NLRB 857, 858 (1989) (Interim earnings from hours worked in excess of hours available at the respondent employer should not be deducted to reduce backpay liability).

In *EDP Medical Computer Systems*, 293 NLRB 857, 858 (1989), the Board held that a "backpay claimant who 'chooses to do the extra work and earn the added income made available on the interim job' may not be penalized by having those extra earnings deducted from the gross backpay owed by the Respondent." Citing, *United Aircraft Corp.*, 204 NLRB 1068, 1073 (1973). In *United Aircraft*, the Board enforced the administrative law judge's finding that

supplemental earnings from a "moonlighting" job constitute an exception to the rule that interim earnings are deductible from gross backpay, supplemental earnings from "excess overtime" on an interim job should likewise constitute an exception. Earnings from such extra effort, whether exerted on "excess overtime" or a "moonlighting" job, should operate to the advantage of the backpay claimant, not of the employer required to make him whole for a discriminatory discharge. Moreover, if [a discriminatee's] backpay plus 'excess overtime' seems to make him more than "whole," it is as a result of his extra effort above and beyond his performance of a full-time job, not because the [r]espondent is required to do more than make him whole for the loss of earnings suffered as a result of his unlawful termination.

In *Regional Import & Export Trucking Co.*, 318 NLRB 816, 818 (1995), the Board reaffirmed this approach and held "any pay for hours worked for any employer during the backpay period in excess of those hours which [the backpay claimant] would have worked at the Respondent Employer should be considered supplemental income and should not be deducted as interim earnings." (Emphasis added.) See also, *Center Service System Division*, 355 NLRB 1218, 1221 (2010). The Board in *United Aircraft* held that such overtime work should "operate to the advantage of the backpay claimant, not of the employer required to make him whole for a discriminatory discharge." This is what was done in the Compliance Specification.

Thus, I find that the Compliance Specification's comparison of weekly overtime hours to determine if there was overtime pay for hours worked for an interim employer in excess of those hours which Hershey would have worked for Respondent and vice versa is an appropriate method of calculating overtime hours. I also find that the Compliance Specification is correct in not deducting the pay for the overtime hours performed by Hershey at interim employers in excess of what was available if he was employed by Respondent. Furthermore, I find that the Compliance Specification correctly included backpay liability for any overtime hours that were available at Respondent in excess of the overtime hours worked by Hershey at interim employers on a weekly basis.

5. Was it appropriate not to deduct union dues, uniform fees, and unemployment benefit payments to Hershey from the backpay liability figure?

Respondent contends that the failure to deduct union dues, uniform fees and unemployment benefit payments from the backpay figure in the Compliance Specification was unreasonable. I find that none of these amounts should have been deducted from the backpay figure. First, employees earn a particular amount of pay and may or may not under the circumstances owe union dues to a union.⁶ Thus, in determining how much Respondent owes Hershey in backpay, any possible obligation that Hershey may have to pay dues to a union is not factored into that calculation. Respondent did not assert that under these circumstances it was under some duty to remit dues pursuant to the IBT labor agreement on Hershey's behalf and would do so. Instead, Respondent contended that Hershey should not get the benefit of this amount in a backpay calculation because if he was still employed, Respondent would deduct dues from his pay. What Respondent fails to consider is that its unlawful discharge of Hershey prevented him from enjoying any benefits of being a union member while working for Respondent. Accordingly, I find no merit to the argument that union dues should be deducted from the backpay calculation.

Second, Respondent argued for the first time at the hearing that uniform fees should have been deducted from the backpay figure, because Respondent deducts from its drivers' pay a monthly uniform expense fee. General Counsel asserts that Respondent, by failing to raise this defense in its Answer to the Compliance Specification or by requesting to amend its Answer at hearing to include this defense, waived this argument. (GC Exh. 1(oo).) As support, the General Counsel cites to Board's Rules and Regulations Section 102.56(b) and (c); *Airports Service Lines*, 231 NLRB 1272, 1273 (1977); *Baumgardner Co.*, 298 NLRB 26 (1990). I agree with General Counsel that Respondent failed to meet its burden to raise this defense in its Answer or request to amend its Answer as required under Board regulations and precedent. I also find that Respondent's unlawful discharge of Hershey prevented him from getting the benefit of wearing the uniform required by Respondent; therefore, it is unreasonable to deduct that amount from the backpay amount due to him. Thus, I find that the uniform fees were correctly not deducted from the backpay amount in the Compliance Specification.

Finally, Respondent contends that the amount of money that Hershey received in unemployment insurance benefits should have been deducted from his backpay amount. Board precedent clearly establishes that "[u]nemployment compensation payments are not interim earnings under Board law." *Paint*

⁶ Respondent claims that Hershey would have been required to pay union dues under the IBT labor agreement's Article 1, Union Shop and Dues provision. General Counsel contends that because Michigan, where Hershey worked, passed the Michigan Freedom to Work Act that would have relinquished any requirement to pay dues in order to continue to be employed by Respondent. I find it is unnecessary to determine the effect of this law on the IBT labor agreement, because regardless of the effects of this state statute, I find it inappropriate to deduct the dues from the backpay liability for the reasons discussed herein.

America Services, 353 NLRB 973, fn. 5 (2009). See also, NLRB Casehandling Manual (Part Three) Compliance, Sec. 10554.1 ("Unemployment insurance payments are collateral benefits; as such, they are not interim earnings and are not offset against gross backpay.") Citing, *NLRB v. Gullett Gin Co.*, 340 U.S. 361 (1951); *Paint America Services*, 353 NLRB 973 (2009). Accordingly, I find that any money Hershey may have received in unemployment benefits during the backpay period was correctly not deducted from the gross backpay figure in the Compliance Specification.

B. Were the interim expenses correctly not offset by interim earnings and reasonably calculated?

The interim expenses in the Compliance Specification consist of expenses Hershey incurred in commuting to and from work at interim employers in excess of what General Counsel contends Hershey would have traveled to work for Respondent. (GC Exh. 1(qq).) Respondent does not contend that the Compliance Specification is incorrect in the formula or mileage amounts for the various locations used to calculate the interim expenses. Instead, Respondent contends that interim expenses are not warranted in the instant case pursuant to the Board's decision in *King Soopers, Inc.*, 364 NLRB No. 93 (2016), and that the interim expenses in the Compliance Specification were derived from mileage information from the wrong facility of Respondent. (Tr. 146; GC Exh. 1(oo).)

Respondent asserts that the Board's holding in *King Soopers* does not apply to the instant case because Hershey was not similarly situated to the two example situations used by the Board in *King Soopers* to illustrate its point that interim expenses should not be offset by interim earnings. *Id.* slip op. at 5. The Board used two examples to highlight the injustice of offsetting interim expenses against interim earnings especially in certain circumstances. First, the Board noted that discriminatees who were unable to find interim employment did not receive any compensation for their search-for-work expenses. Second, the Board noted that discriminatees who found jobs that paid lower than their expenses did not receive full compensation for their search-for-work and interim employment expenses. Respondent misreads the Board's holding in *King Soopers* to apply only when the discriminatee is similarly situated to the hypothetical discriminatees in these two examples. To the contrary, the Board used these two worst case scenarios to highlight the need for the change in its precedent, but it did not find that its holding was limited to these circumstances. Instead, the Board stated that respondents are liable for interim expenses in the same manner that they are liable for other expenses, (i.e. medical expenses and retirement fund contributions) incurred as a direct result of being unlawfully discharged without those expenses being offset by interim earnings. *Id.* slip op. at 6. Therefore, just as a discriminatee would be compensated for medical expenses incurred as a result of an unlawful discharge, despite the fact that the discriminatee made a higher wage from an interim employer, travel expenses to an interim employer should not be offset against interim earnings. See *JG Restaurant Ventures, LLC, d/b/a Big Louie's Pizza*, 365 NLRB No. 144, slip op. at 3 (2017) (Board orders that search for work and interim employment expenses shall be calculated separately

from taxable net backpay.) Thus, contrary to Respondent's argument, I find that the interim travel expenses in the Compliance Specification were correctly not offset by Hershey's interim earnings.

Respondent also contends that Hershey would have reported for work during the entire backpay period at its Flat Rock, Michigan facility not its Pontiac, Michigan facility. The distance from Hershey's home to the Pontiac facility was used to determine interim expenses in the Compliance Specification, not the distance from Hershey's home to the Flat Rock facility which is farther from Hershey's residence than his interim employment was located.

In the fall of 2012, Hershey was working at Respondent's Pontiac facility, but as the winter months approached, work for quad axle drivers decreased at the Pontiac facility. Respondent offered Hershey and other employees, who normally reported to the Pontiac facility, temporary work out of its Flat Rock facility, which was approximately an hour commute each way. Hershey contends that he and four other employees, who accepted the work out of the Flat Rock facility, were told that they would be compensated in some form for the extra commute to the Flat Rock facility. Hershey also testified that he was instructed by dispatcher Tony Allen to report to the Pontiac facility every morning before going to the Flat Rock facility and to return to the Pontiac facility every evening to turn in paperwork. (Tr. 124–125, 132, 156–157.) There is no dispute that Hershey was never compensated by Respondent for the extra commute to the Flat Rock facility. I credit Hershey's testimony that he believed he was required to report to the Pontiac facility before and after commuting to Flat Rock each day. No direct evidence was submitted to rebut this claim and Hershey acted consistent with that belief by reporting to the Pontiac facility throughout the time he worked out of the Flat Rock facility. I find it unnecessary to resolve the issue of whether Hershey's reporting to the Pontiac facility resulted in a legal requirement for Respondent to reimburse Hershey and the other employees for their commute time between the Pontiac and Flat Rock facilities.

Hershey testified that he and the other employees were told that the Flat Rock work was temporary, and Respondent presented no evidence to contradict this testimony. (Tr. 157.) Hershey also testified that approximately 1 month after he was discharged, while performing work for an interim employer, he passed the worksite at which he performed work out of the Flat Rock facility. Hershey witnessed another company's vehicles performing the work that he and other employees of Respondent had been performing. (Tr. 127.) Respondent never directly contradicted that the work Hershey was performing out of the Flat Rock facility had discontinued. Instead, Respondent contended that Hershey would have continued to work on some series of jobs out of the Flat Rock facility throughout the backpay period without submitting any invoices, time records or any other evidence to support its assertion. The only evidence submitted was testimony by general manager Laming in response to leading questions by Respondent's counsel that until some undefined time before the hearing there was at least one Lou's Transport employee driving from the north to perform work at the Flat Rock facility. (Tr. 146, 152, 153–154.) De-

spite Laming's testimony that Respondent maintains employee time cards, Respondent presented no evidence as to the number of employees performing this work, the seniority of those employees, or a lack of work for Hershey at the Pontiac facility. Again, I construe the ambiguity of the evidence in favor of the wronged party and not the wrong-doer and find that the Compliance Specification utilized the appropriate facility of Respondent for calculating mileage to determine interim travel expenses.

Accordingly, I find that the interim travel expenses are correctly not offset by Hershey's interim earnings and reasonably calculated in the Compliance Specification.

C. Were the 401(k) benefits correctly included in the total backpay liability and reasonably calculated?

Before being discharged, Hershey participated in the 401(k) plan provided by Respondent as a benefit of his employment pursuant to the IBT labor agreement. (Tr. 29; GC Exh. 6, pg. 32; GC Exh. 7, pg. 32.) Hershey regularly contributed 5% of his income to the plan and received a matching contribution of 0.5% from Respondent. Hershey's interim employers did not offer pension benefits until he started employment with the Road Commission for Oakland County in November of 2015. Since he became eligible, Hershey has contributed to the Road Commission's 401(a) plan. (Tr. 29, 33, 129; R. Exh. 8.)

Respondent contends that the inclusion of compensation for loss of 401(k) benefits in the Compliance Specification constitutes speculation on top of speculation.⁷ First, Respondent contends that it is mere speculation that Hershey would have continued to contribute to the 401(k). I agree that it is impossible to know whether Hershey would have consistently contributed to a 401(k) fund during the backpay period, but the inference that he would do so is based upon his consistent practice of contributing to the 401(k) fund while employed by Respondent and his election to again contribute to his current employer's 401(a) plan, the first available to him through his employment since his discharge. When, as here, a claimant's prior conduct supports an inference that they would have acted in a consistent manner, the benefit of doubt goes in favor of the aggrieved and against the wrong-doer. See, *Webco Industries, Inc.*, 340 NLRB 10, 11 (2003) (Board found employee's historical percentage of time for which he qualified for attendance bonuses while working for the respondent was a reasonable

⁷ Respondent also contends that because the 401(k) compensation liability was not included in the compliance specifications issued by the Region until the fourth amended compliance specification issued, it is somehow inappropriate to award compensation for any loss of 401(k) benefits. The fact that earlier drafts of the Compliance Specification may have been inaccurate and/or incomplete does not alter the purpose of the compliance proceeding in enforcing the Board's order "to make Hershey whole for any loss of earnings and other benefits suffered as a result of the discrimination against him." Indeed, Board precedent allows a second compliance specification and a second compliance hearing when it is necessary to address all the compliance issues. See, *Domsey Trading Corp.*, 357 NLRB 2161, 2161 fn. 1 (2011); NLRB Casehandling Manual (Part Three) Compliance, Sec. 10654.1. Therefore, I find no merit to Respondent's objection to the inclusion of compensation for the loss of 401(k) benefits in the Compliance Specification at issue.

basis for projecting the percentage of time he would have received an attendance bonus if his employment had not unlawfully been terminated). Thus, I find that the Compliance Specification correctly assumes that Hershey would have continued to contribute 5 percent of his income to a 401(k) fund provided by Respondent and to receive the 0.5 percent match from Respondent, because it is based upon his contribution history while employed by Respondent. I further find that calculating the contribution amounts based upon the estimated gross backpay is a reasonable calculation method based upon the available evidence.

Second, Respondent contends that the 401(k) profits calculated in the Compliance Specification are also based upon multiple levels of speculation. Again, I agree that the calculations are based upon speculation, but that is the nature of attempting to recreate the past in compliance specifications. The NLRB Casehandling Manual (Part Three) Compliance, Sec. 10544.3, specifically requires the inclusion of retirement benefits, including 401(k) benefits, in the make whole compliance specifications and notes that the evidence to make such calculations can be difficult to obtain. As noted above, the “Board is required only to adopt a formula which will give a close approximation of the amount due; it need not find the exact amount due.” *Performance Friction*, supra at 1117. See also, *Design Originals, Inc.*, 343 NLRB 115, 117 (2004) (ordering the employer to make claimants whole for contractual contributions to 401(k) and any loss of interest they may have suffered as a result of the failure to make such payments).

The Compliance Specification estimates the lost 401(k) contributions from the beginning of the backpay period through November 2015, when Hershey had access to a 401(a) plan through an interim employer, and estimates the 401(k) profits through the third quarter of 2017 when the hearing took place.⁸ Schedule H of the Compliance Specification estimates the 401(k) compensation liability as \$11,513 by totaling \$7,461 in employee contributions, \$746 in employer contributions, and \$3,306 in projected profits through the time of the hearing. (GC Exh. 1(qq), Schedules F, G, and H.)⁹

The compliance officer testified that he attempted to use the Securian quarterly rate of returns to calculate the profits, but was informed that the Securian fund no longer exists and the rates of returns were not available. (Tr. 31, 105.) Instead, the compliance officer used the Vanguard 500 fund’s rate of return to estimate the profits, because it is a domestic equity fund similar to the Securian equity fund and that it publishes its quarterly rates of return, which are necessary for calculating the estimated profits. The Vanguard 500 fund is an equity fund like Securian was. During the relevant period, the Vanguard

500 closely approximated the S&P 500 but performed slightly weaker than the S&P 500. Both of the Vanguard 500’s gains and losses were used to calculate the approximate profits that Hershey would have enjoyed if he had been allowed to continue contributing to the Securian equity fund or another fund offered by Respondent. (Tr. 31–32, 106, 108.)

Respondent contends that the Compliance Specification should have used the rates of returns by one of the other 401(k) funds offered to Respondent’s employees, but again submitted no evidence to support its apparent assertion that these funds rate of returns were substantially different than the Vanguard 500. The record is silent as to when the Securian equity fund ceased to be offered by Respondent, the names or types of the other 401(k) funds offered by Respondent, any evidence that their quarterly rates of return were available and/or substantially different than the rates of the Vanguard 500 fund used in the Compliance Specification.

I find the compliance officer’s use of the Vanguard 500’s quarterly rates of return reasonable in light of the unavailability of Securian’s rates of return, because it was an equity fund similar to the fund offered by Respondent and it had available quarterly rates of return. Furthermore, Respondent presented no evidence in its Answer to the Compliance Specification or at hearing to support a finding that the use of the Vanguard 500’s quarterly rates of return does not result in a reasonable approximation of the rate of return that Hershey would have enjoyed if he was not unlawfully discharged.

Accordingly, I find that the method used to calculate the estimated employee contribution, employer matching contribution, and 401(k) profits in the Compliance Specification is reasonable and the resulting amounts were correctly included in the total backpay liability.

D. Were consequential economic damages as a result of Hershey withdrawing funds from 401(k) correctly included in the total backpay liability?

General Counsel contends that because of his discharge Hershey suffered economic hardship, and as a result, he withdrew the \$753 that existed in his 401(k) shortly after his discharge. (Tr. 109–110, 131; GC Exh. 9 and 10.) The economic consequences of the withdrawal of the 401(k) funds are calculated in the Compliance Specification as consisting of a \$75 early withdrawal fee and \$420 in estimated profit losses. (Tr. 47–50; GC Exh. 1(qq), para. 16 and Schedule I.) I agree with General Counsel that the early withdrawal penalty fee and any loss of profits due to the withdrawal of the 401(k) funds are consequential damages as a result of an action taken by Hershey which was not in the direct control of Respondent. As the General Counsel concedes, the Board’s order in this matter does not require Respondent to reimburse Hershey for consequential damages. As the Board has recognized, current Board precedent does not authorize it to award consequential damages. See, e.g., *Guy Brewer 43 Inc.*, 363 NLRB No. 173, slip op. at 2 fn. 2 (2016).

Accordingly, I find that the consequential damages were improperly included in the Compliance Specification.

⁸ Within a few months of his discharge, Hershey had the option to withdraw or roll the value of the Securian 401(k) fund to another pension fund vehicle. As discussed below, Hershey elected to withdraw the value of his fund. (Tr. 109–110; GC Exh. 9.) Therefore, the calculations for the value of his 401(k) funds in the Compliance Specification start at zero on the date of his discharge.

⁹ The \$7461 in employee contributions was deducted from gross backpay resulting in the net backpay figure discussed above. Therefore, only the employer contribution and projected profits totaling \$4,052 operates as an increase in the overall backpay liability.

LOU'S TRANSPORT, INC. AND T.K.M.S., INC.

9

SUPPLEMENTAL ORDER

It is hereby ordered that Respondent, Lou's Transport, Inc. and T.K.M.S., Inc., its officers, agents, successors, and assigns, shall pay Michael Hershey the following amounts, which totals \$49,817, plus interest accrued on the net backpay, bonuses, and interim expenses to the date of payment as prescribed in *New Horizons*, 283 NLRB 1173 (1987), and *Kentucky River Medical Center*, 356 NLRB 6 (2010), minus tax and withholdings required on the backpay and bonuses by Federal and State laws.

Net Backpay:	\$11,683
Bonuses:	\$ 5267
Interim Expenses:	\$21,354
<u>401(k) Non-taxable Distribution:</u>	<u>\$11,513</u>
TOTAL:	\$49,817

It is further ordered that Respondent reimburse Michael Hershey for any additional estimated lost 401(k) profits to the date

of payment to be calculated by using the same method to calculate lost 401(k) profits set forth in the Compliance Specification.

It is further ordered that Respondent reimburse Michael Hershey for any adverse tax consequences, of receiving a lump-sum backpay award calculated for the calendar year in which the payment is made, allocating the backpay award to the appropriate calendar years as prescribed in *AdvoServ of New Jersey, Inc.*, 363 NLRB No. 143 (2016).¹⁰

Dated, Washington, D.C. January 25, 2018

¹⁰ Schedule J of the Compliance Specification calculates that there would have been no adverse tax consequences as a result of Hershey receiving the lump-sum back payment calculated in the Compliance Specification in 2017, but that calculation may change based upon the year in which the payment is rendered.

**OFFICIAL REPORT OF PROCEEDINGS
BEFORE THE
NATIONAL LABOR RELATIONS BOARD**

In the Matter of:

Case No.: 07-CA-102517

**LOU'S TRANSPORT, INC. AND
T.K.M.S., INC.**

Respondents

And

**MICHAEL HERSHEY, an Individual
Charging Party**

**Place: Detroit, MI
Date: 09/18/17
Pages: 1-173
Volume: 1**

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1 UNITED STATES OF AMERICA
2 BEFORE THE NATIONAL LABOR RELATIONS BOARD
3 REGION 7
4

5
6 In the Matter of:

7
8 LOU'S TRANSPORT, INC., and
9 T.K.M.S., INC.,

10
11 Respondents,

12 and

13
14 MICHAEL HERSHEY, an Individual,

15
16 Charging Party.
17

Case No. 07-CA-102517

18
19 The above-entitled matter came on for hearing pursuant
20 to notice, before KIMBERLY SORG-GRAVES, Administrative Law
21 Judge, at the National Labor Relations Board, Patrick V.
22 McNamara Federal Building, 477 Michigan Avenue, Room 300,
23 Detroit, Michigan, on Monday, September 18, 2017 at
24 10:00 a.m.
25

A P P E A R A N C E S

Counsel for the General Counsel:

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National Labor Relations Board
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On Behalf of the Charging Party:

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I N D E X

VOIR

WITNESSES

DIRECT

CROSS

REDIRECT

RECROSS

DIRE

Daniel Molenda

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114

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Michael Hershey

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David Laming

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Michael Hershey

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E X H I B I T S

EXHIBIT NUMBERS FOR IDENTIFICATION IN EVIDENCE

GENERAL COUNSEL'S

GC-1(a) through 1(pp)	6	7
GC-2	21	21
GC-3 through GC-5	21	22
GC-6 and GC-7	23	49
GC-9 and GC-10	47	48
GC-11	116	118

RESPONDENT'S

R-1 through R-9	51	53
R-10	51	153
R-11 through R-13	51	53
R-14	161	166

P R O C E E D I N G S

(Time Noted: 10:09 a.m.)

JUDGE SORG-GRAVES: The hearing will be in order.

This is a formal supplemental hearing before the National Labor Relations Board in Lou's Transport, Inc. and T.K.M.S., Inc., case number 07-CA-102517.

The Administrative Law Judge presiding is Kimberly Sorg-Graves. I'm assigned to the Washington, D.C. Office of the Division of Judges. Any communications in trying to reach me or any requests for extensions of time should go through that office and be directed to Chief Judge Giannasi.

Will counsel for the respective parties state their appearance? For General Counsel?

MR. NICK: Dynn Nick, National Labor Relations Board.

JUDGE SORG-GRAVES: And for Respondent?

MR. WRIGHT: Steven Wright and Amy Comito, Your Honor.

JUDGE SORG-GRAVES: And for the Charging Party?

MR. HERSHEY: Michael Hershey.

JUDGE SORG-GRAVES: Mr. Nick, does your office use an appearance sheet?

MR. NICK: Typically we do. You didn't get one? I'll get one for you on our next break.

JUDGE SORG-GRAVES: Okay. Let's see if we can clear that up and have that for --

MR. NICK: Absolutely.

1 JUDGE SORG-GRAVES: And I know prior to meeting here
2 today, the parties discussed settlement, and it's my
3 understanding, Mr. Nick, that that was not able to be
4 reached?

5 MR. NICK: That is correct, Your Honor.

6 JUDGE SORG-GRAVES: And Respondent as well?

7 MR. WRIGHT: Yes, Your Honor, that is correct.

8 JUDGE SORG-GRAVES: And neither party thinks that
9 there's any value in spending more time on that; is that
10 correct?

11 MR. NICK: That is correct, Your Honor

12 MR. WRIGHT: I would agree with that, Your Honor.

13 JUDGE SORG-GRAVES: Okay. And if at some point during
14 the hearing that the thoughts change on that issue, then
15 bring that to my attention, and I would give some time. This
16 is a matter that's been pending for a long time, and some
17 sort of settlement of it sooner than later I think should be
18 good for everybody, but since that hasn't been accomplished,
19 we'll go forward with the hearing.

20 Mr. Nick, can you introduce the formal papers, please?

21 MR. NICK: Yes, Your Honor. We have 1(a) through 1(pp),
22 and I've provided all the parties a copy of those papers, and
23 I would like to move them into evidence at this time.
24 (General Counsel's Exhibit 1(a) through 1(pp) marked for
25 identification.)

1 JUDGE SORG-GRAVES: Mr. Wright, do you have any
2 objections?

3 MR. WRIGHT: No objection, Your Honor.
4 (General Counsel's Exhibit 1(a) through 1(pp) received in
5 evidence.)

6 JUDGE SORG-GRAVES: And my understanding from a
7 conference call that there were some preliminary matters to
8 deal with?

9 MR. NICK: There was. The first one I'd like to deal
10 with was the court transcript that was put into the answer,
11 Respondent's Answer to the Fourth Amended Compliance
12 Specification.

13 MR. WRIGHT: And I can address that, Your Honor. We've
14 agreed that we will remove or we will strike that from the
15 formal papers. It's a single page, I think it's a single
16 page attachment that had -- references a ULP, the ULP hearing
17 transcript. There's an internal reference which we will
18 keep, but there's the actual transcript itself, it is an
19 attachment that we will remove or strike.

20 JUDGE SORG-GRAVES: Okay, and there's no reference to
21 the attachment in the answer itself; is that correct? If I
22 remember correct?

23 MR. WRIGHT: It is I believe, Your Honor, on page 4 of
24 Number 1(oo), which is near the front, and it's paragraph
25 (I). It says, "See Trial Transcript, page 158."

1 JUDGE SORG-GRAVES: Okay, so it's your proposal that we
2 would strike that reference of "See Trial Transcript, page
3 158" and the actual transcript page?

4 MR. WRIGHT: Yes, Your Honor.

5 MR. NICK: No objection.

6 JUDGE SORG-GRAVES: And then so let's talk about how to
7 functionally accomplish that. Are we literally going to
8 strike through, or Mr. Nick, are you comfortable with the
9 understanding that that's not part of the record?

10 MR. NICK: And that it would not be used in terms of
11 your decision --

12 JUDGE SORG-GRAVES: My decision in --

13 MR. NICK: -- as far as it being placed in the answer.

14 JUDGE SORG-GRAVES: Okay, and not cited by the parties?

15 MR. WRIGHT: And not cited by the parties in the answer.
16 We may ask Mr. Hershey about it during the hearing, but it
17 would not be something that you would use -- if we didn't
18 reference it, you would not, I mean you would not use it for
19 any purposes that it's in the document itself.

20 JUDGE SORG-GRAVES: Okay. Are you comfortable with that
21 stipulation?

22 MR. NICK: I'm comfortable, yes.

23 JUDGE SORG-GRAVES: Okay.

24 MR. NICK: Yes, Your Honor.

25 JUDGE SORG-GRAVES: Okay, so the parties stipulate that

1 in the Respondent's Answer to the Fourth Amended Compliance
2 Spec, which is 1(oo), General Counsel Exhibit 1(oo), page 4,
3 letter (I), at the end of the first sentence, we're striking
4 the "See Trial Transcript, page 158," and then we are
5 striking the one-page transcript attachment to that answer.

6 MR. WRIGHT: That is correct.

7 MR. NICK: Thank you, Your Honor.

8 Your Honor, we did I believe in the conference call
9 discuss an erroneous date that we had in the Compliance
10 Specification, 16(b).

11 JUDGE SORG-GRAVES: Okay, so this is in General Counsel
12 Exhibit 1(ii)?

13 MR. NICK: Yes, in the Fourth Amended Compliance
14 Specifications.

15 JUDGE SORG-GRAVES: Okay.

16 MR. NICK: And as a matter of fact, I do have some other
17 amendments that I have not told you about. I did inform
18 Mr. Wright and Ms. Comito about it, and what I'd like to do,
19 if you'll allow the amendment, I did actually do a strike-
20 through on a draft of the Compliance Spec as amended that I
21 wanted to put into evidence as a new General Counsel Exhibit
22 to make things clear.

23 JUDGE SORG-GRAVES: Can I see a copy of it, please?

24 MR. NICK: Sure.

25 JUDGE SORG-GRAVES: And, Mr. Wright, you've had a chance

1 to see this document?

2 MR. WRIGHT: Not the strike-out, but I think I probably
3 have seen all of what the amendments are, Your Honor, if
4 you'll just give me one second.

5 MR. NICK: And I can go through them if you'd like, Your
6 Honor, in addition to 16(b). There was a math error, an
7 addition error unfortunately, and we discovered it kind of
8 late. So from my understanding the numbers were there, but
9 they were not totaled up appropriately. So the changes that
10 I noted on this document are in 11(c), paragraph 15,
11 paragraph 18, which changes the net back pay, and paragraph
12 18, which changes the total of the total amount of net back
13 pay. And then the addition errors were corrected on the
14 spreadsheet, attachment D and E. So the corrected
15 spreadsheets are attached. Everything else in the
16 spreadsheets remain the same, all the other attachments.

17 JUDGE SORG-GRAVES: So my view of this is that there's
18 one date change --

19 MR. NICK: Yes.

20 JUDGE SORG-GRAVES: -- and then there are mathematical
21 error changes?

22 MR. NICK: Yes.

23 JUDGE SORG-GRAVES: Otherwise the document is the same,
24 all of the same paragraphs, all of the same wording?

25 MR. NICK: Yes, Your Honor.

1 JUDGE SORG-GRAVES: Mr. Wright, do you have any
2 objections?

3 MR. WRIGHT: Your Honor, may I ask a question first of
4 Mr. Nick with respect to this?

5 I thought the 753 withdrawal you were going to remove,
6 because it changed from July 16 to July 13.

7 MR. NICK: No, no. The date of the removal changed, but
8 the actual amount -- and I have documentation on it as well.

9 MR. WRIGHT: Okay. I just wanted to clear --

10 MR. NICK: Yes.

11 MR. WRIGHT: And then, Your Honor, the numbers are what
12 they are. They've been changing all along. I would just
13 like to know, I'm not going to object to it, but do we call
14 this now the Fifth Amended Compliance Spec?

15 I mean, how do I refer to this one versus the one that's
16 in our papers? Can we just call this one the Fifth Amended
17 Compliance Spec?

18 MR. NICK: I have no objection to that. It's whatever
19 you decide, Your Honor. I --

20 JUDGE SORG-GRAVES: I guess, Mr. Wright, I know it's --
21 to call it the Amended Fourth Amended Compliance Spec, but
22 that way it lines up with your answer to the Fourth Amended
23 so that we're looking at an answer, you have an answer that
24 goes to that Compliance Spec.

25 MR. WRIGHT: The only reason that I asked for a new term

1 is when I question the witnesses I've prepared with the
2 Fourth Amended Compliance Spec. So to the extent that I show
3 him something, we pull our exhibits out, show him something
4 that is different in the Amended Fourth Amended Compliance
5 Spec, I just want it clear that when I'm talking about the
6 Fourth Amended Compliance Spec versus the Amended Fourth
7 Amended Compliance Spec. And I'm fine with that. I can work
8 with that.

9 JUDGE SORG-GRAVES: Okay.

10 MR. WRIGHT: So I'm okay with the Amended Fourth Amended
11 Compliance Spec.

12 MR. NICK: Yes, Your Honor.

13 JUDGE SORG-GRAVES: Does that make sense?

14 MR. NICK: I think it does. I think it does. It lines
15 everything up a little bit better.

16 JUDGE SORG-GRAVES: Either that, or we could come to
17 some stipulation that this GC-1(qq) --

18 MR. WRIGHT: And I'm fine with that too, Your Honor.

19 JUDGE SORG-GRAVES: -- takes the place of --

20 MR. WRIGHT: Just -- I'm sorry to interrupt, but we
21 could just do GC-1(qq) and just leave everything else where
22 it is.

23 JUDGE SORG-GRAVES: Right, right.

24 MR. WRIGHT: Right.

25 JUDGE SORG-GRAVES: Okay, let's call it the Amended

1 Fourth Amended Compliance Spec to the extent that there might
2 be some reason that a party might want to refer to the two
3 different documents in their briefs or discussions.

4 MR. NICK: Thank you, Your Honor.

5 JUDGE SORG-GRAVES: Okay, so the record is clear, I am
6 granting Mr. Wright's, the amendment to his Answer to the
7 Fourth Amended Compliance Spec, and I am also granting the
8 motion to amend the Fourth Amended Compliance Spec as
9 Mr. Nick has requested.

10 MR. NICK: Thank you, Your Honor.

11 JUDGE SORG-GRAVES: Any other preliminary matters?

12 MR. NICK: No, Your Honor.

13 JUDGE SORG-GRAVES: Okay, gentlemen, I don't know if you
14 feel the need to do an opening statement in a compliance
15 hearing. I will give you the opportunity to do that if you
16 would like to.

17 MR. NICK: I had a short one prepared, not much to it.

18 JUDGE SORG-GRAVES: Okay.

19 OPENING STATEMENT

20 MR. NICK: Both the Board and the courts have applied a
21 broad standard of reasonableness in assessing methods for
22 calculating gross back pay. Any formula that approximates
23 the amount a discriminatee would have earned absent the
24 discrimination is acceptable, if not unreasonable or
25 arbitrary under the circumstances, and the Board is required

1 only to adopt a formula that will reasonably approximate the
2 amount due; it need not find the exact amount. The
3 Compliance Specification in this case is based on a
4 comparable employee formula, which is an accepted methodology
5 to determine back pay.

6 With respect to the comparables the Counsel for the
7 General Counsel used, we believe under the circumstances they
8 were the most reasonable comparables to use. The three main
9 components of Mr. Hershey's back pay first is his lost wages,
10 and in determining his back pay, we used the hours worked by
11 the comparables. During certain weeks Mr. Hershey worked
12 more hours in his interim employment. We did not offset
13 those hours against the comparables. We feel that's in line
14 with Section 10554 of the Compliance Manual.

15 The second component, we have Mr. Hershey's interim
16 employment expenses, which are comprised entirely of the
17 additional mileage he had to drive to and from his interim
18 employment, and that with respect to his mileage in King
19 Soopers, 364 NLRB 93, the Board found that former employees
20 are entitled to search for work and interim employment
21 expenses as separate expenses, not as offsets to wages earned
22 from interim employment and no longer limited by the actual
23 interim earnings that the former employee earned. I know
24 Respondents have a different interpretation of which location
25 Mr. Hershey had as his work site as when he was working for

1 Lou's. We believe that we used the appropriate site.

2 And then for the third component we have Mr. Hershey's
3 lost income from his 401(k) investment that he maintained
4 with Respondents. The evidence will show that Mr. Hershey
5 withdrew from the 401(k) funds shortly after his discharge
6 due to economic exigencies, and he did not have the benefit
7 of a 401(k) during most of the back pay period. We attempted
8 to reconstruct what Mr. Hershey would have had as an
9 investment had he not been discharged.

10 And in compliance proceedings, the Board attempts to
11 reconstruct as nearly as possible the economic life of each
12 claimant and place him in the same financial position he
13 would have enjoyed but for the discrimination, and that's
14 what we attempted to do here.

15 Thank you, Your Honor.

16 OPENING STATEMENT

17 MR. WRIGHT: Your Honor, I will be brief.

18 Mr. Nick said in his opening that what we're here to do
19 is to put Mr. Hershey in the economic life he sort of would
20 have been in. The facts are clear. During the back pay
21 period, Mr. Hershey worked over 1,100 hours less than the
22 comparables but made more money. Now, in order to do the
23 gymnastics to give him some type of back pay compensation,
24 what the General Counsel's office has done is they have
25 calculated his overtime, one of the three elements Mr. Nick

1 talked about, they've calculated his overtime on a weekly
2 basis. So, for example, if in one week Mr. Hershey works
3 more overtime than the comparables, he gets that and there's
4 no effect. If the next week the comparables worked more time
5 than Mr. -- or worked a different time than Mr. Hershey, then
6 it's charged that he's given a net back pay award for that,
7 and they do it weekly, even though it's a huge guesstimate,
8 because the comparables weren't paid weekly, they were paid
9 biweekly, which is why we believe the correct computation to
10 do overtime is quarterly as everything else, the back pay and
11 everything else is calculated quarterly. That's going to be
12 a big component in a large number as how it impacts the back
13 pay because you can see the comparables could work 50 hours
14 in 2 weeks, and let's say it was 40 and 10. The General
15 Counsel didn't know that, so they put 25 and 25. If
16 Mr. Hershey worked 50 hours during that same time period,
17 okay, and it was 10 and 40, okay, for that pay period, he got
18 the exact same number of hours, but they would in one let him
19 keep the overage and the second charge net back pay, in
20 essence giving Hershey more than 50 hours of overtime.
21 You'll see it when we go through it with the compliance
22 officer, that it's just there to inflate the net back pay,
23 and there's no rationale for doing a quarterly -- or doing a
24 weekly back pay when your comparables weren't even paid on a
25 week, and so you have to guess what the weekly overtime would

1 be.

2 The second element is the interim expenses. Mr. Hershey
3 drove from his home, and he moved during the back pay period
4 to Flat Rock, Michigan, which is over 50 miles one way.
5 Mr. Hershey complained and complained in writing that he was
6 not being compensated for that. For months that's where he
7 was located before he was terminated. Instead, they find our
8 closest facility to his house, and they calculate that is his
9 interim expense drive, and so they say, well, he had to drive
10 50 miles round trip to his new job, but only 12 to his old,
11 so you owe us for those 38 miles every day, when in reality
12 we will see he had to drive 110 miles round trip to his old
13 job, less to his new job, so there are no interim expenses,
14 none whatsoever with respect to mileage. If there were, we
15 believe King Soopers doesn't apply, and I think we've briefed
16 that in later issues.

17 Finally, with respect to the 401(k), again, the mental
18 gymnastics that the compliance officers had to do, they
19 actually, in their back pay computation, when they're all
20 done, take out the 5 percent Hershey would have put in his
21 401(k), they claim, okay, so they reduced the net back pay
22 number. Okay. Then they turn around at the end and say you
23 have to pay Mr. Hershey the \$7,400 that he would have put
24 into his 401(k). And my point to anyone who will listen is
25 I'm not going to reimburse Mr. Hershey for \$7,400 that he

1 actually kept. He didn't put it into a 401(k); he kept it.

2 So at the end of the day, what we have said will be
3 true. Mr. Hershey will have worked 1,100 more hours, got
4 paid more, and will be entitled to nothing with respect to
5 any compensation, because if we're going to put him in the
6 economic life that he would have been in, he should be paying
7 the Employer.

8 Thank you.

9 MR. NICK: Your Honor, I'd like to call Dan Molenda to
10 the stand.

11 (Whereupon,

12 DANIEL MOLEND

13 was called as a witness by and on behalf of General Counsel
14 and, after having been first duly sworn, was examined and
15 testified as follows:)

16 JUDGE SORG-GRAVES: Please be seated.

17 THE WITNESS: Thank you.

18 JUDGE SORG-GRAVES: Could you state your name and then
19 spell it for me, please?

20 THE WITNESS: Daniel Molenda, D-a-n-i-e-l M-o-l-e-n-d-a.

21 DIRECT EXAMINATION

22 Q. BY MR. NICK: Good morning, Mr. Molenda. Are you
23 employed by the NLRB?

24 A. Yes, I am.

25 Q. And what's your position?

1 A. Field examiner.

2 Q. Okay, and what are your duties as a field examiner?

3 A. I investigate unfair labor practice charges. I also
4 process representational cases, and then I also do compliance
5 investigations.

6 Q. Did you do a compliance investigation in this case?

7 A. Yes, I did.

8 MR. NICK: I'm showing you GC-1(qq).

9 And with your permission, Your Honor, Mr. Molenda is
10 going to be referring to this. Can I just leave it for him?

11 JUDGE SORG-GRAVES: Yes.

12 Q. BY MR. NICK: Do you recognize this document?

13 A. Yes, I do.

14 Q. How do you recognize it?

15 A. I drafted it.

16 Q. Looking at paragraph 1 of the exhibit, do you have any
17 knowledge of Respondents paying any back pay to Mr. Hershey?

18 A. No.

19 Q. In looking at paragraph 3, how did you determine the
20 March 27th, 2013, to August 22nd, 2016, as the back pay
21 period?

22 A. This was the date of termination of Mr. Hershey. It was
23 in his affidavit and other documents that were reviewed.

24 Q. And then as far as the August 22nd date?

25 A. It's my understanding that on that date, the Employer

1 made an unconditional offer of return that was waived.

2 Q. Thank you.

3 In looking at allegation 4, it states that the
4 appropriate measure of gross back pay due to Mr. Hershey is
5 determined by the number of regular hours and overtime worked
6 by comparable employees for the back pay period, multiplied
7 by the wage rate Mr. Hershey would have earned during that
8 back pay period. Why did you use that method?

9 A. That is an established method set forth in the
10 Compliance Handling Manual. I believe they describe that as
11 formula 2, and it was the most applicable method to use in
12 this instance.

13 Q. Now, in paragraph 5 it states you used Gary Forsyth and
14 Ronnie Smith as the comparable employees. Why did you use
15 them?

16 A. They were the two closest in seniority that drove the
17 same type of vehicle as the Charging Party and also did not
18 have any unexplained gaps in their employment.

19 Q. Did the Employer provide information as to the seniority
20 of the various employees, including Mr. Smith and
21 Mr. Forsyth?

22 A. Yes.

23 Q. Do you recognize this document?

24 A. Yes, I do.

25 Q. And what does this document tell you?

1 A. It lists drivers and their dates of hire.

2 Q. And did Respondents provide the payroll records for
3 Forsyth and Smith?

4 A. Yes, they did.

5 Q. Did Respondents provide payroll records for the other
6 employees listed in GC-2 besides Forsyth and Smith?

7 A. Yes, they did.

8 (General Counsel's Exhibit 2 marked for identification.)

9 Q. BY MR. NICK: In looking at GC-2, what I've marked as
10 GC-2, I'm sorry, the seniority dates, it appears that Kevin
11 Moore and Stephen Roby have closer seniority dates than the
12 two comparables that were used in the Compliance
13 Specification, Ronny Smith and Gary Forsyth. Why didn't you
14 use Moore and Roby as comparables?

15 A. We excluded Roby because he drove a different type of
16 vehicle to what the Charging Party drove; thus, the work
17 available would not be comparable. And we excluded Moore
18 because there were two very large unexplained gaps in his
19 employment, and there were other smaller gaps.

20 MR. NICK: Your Honor, I'd like to move for the
21 admission of GC-2.

22 MR. WRIGHT: No objection.

23 JUDGE SORG-GRAVES: Admitted.

24 (General Counsel's Exhibit 2 received in evidence.)

25 (General Counsel's Exhibits 3, 4, and 5 marked for

1 identification.)

2 Q. BY MR. NICK: I'm showing you what I've marked as GC-3,
3 4, and 5. Do you recognize -- take a second and look through
4 those documents. Do you recognize them?

5 A. I recognize GC-3. I recognize GC-4. I recognize GC-5.

6 Q. To your knowledge, were the documents requested in GC-3,
7 GC-4, and GC-5 provided to you or provided to the Region?

8 A. They were not.

9 MR. NICK: Your Honor, I'd like to move GC-3, GC-4, and
10 GC-5 into evidence.

11 JUDGE SORG-GRAVES: Any objections?

12 MR. WRIGHT: No objection, Your Honor.

13 Q. BY MR. NICK: In paragraph 6 of the Compliance
14 Specification, it discusses pay increases for Forsyth and
15 Smith in Schedule A and B pursuant to the applicable
16 contracts.

17 COURT REPORTER: I'm sorry, Your Honor. Are those
18 admitted then?

19 JUDGE SORG-GRAVES: Yes. I'm sorry, GC-3, 4, and 5 are
20 admitted.

21 COURT REPORTER: Thank you.

22 (General Counsel's Exhibit 3, 4, and 5 received in evidence.)

23 MR. NICK: That's GC-6. I didn't take Amy into account
24 when I made copies.

25 MR. WRIGHT: No, that's okay. We can share if you need

1 us to.

2 MR. NICK: I also gave you what I've marked as GC-7.
3 (General Counsel's Exhibit 6 and 7 marked for
4 identification.)

5 Q. BY MR. NICK: Do you recognize those documents?

6 A. Yes, I do.

7 Q. What are they?

8 A. They are the collective bargaining agreements.

9 Q. There's two agreements.

10 A. Yes. GC-6 is a collective bargaining agreement that was
11 in effect from January 15 of 2009 through January 14 of 2014;
12 and then the effective dates on GC-7, it's the successor
13 collective bargaining agreement that has effective dates of
14 January 14th, 2014, through January 14 of 2019.

15 Q. Now, did you compute Mr. Hershey's hourly increases
16 commensurate with the applicable contracts?

17 A. Yes, I did.

18 Q. If you look at page 25 of both the 2009 to 2014, and the
19 2014 to 2019 contracts, are those the rates that you used?
20 Page 25?

21 A. Yes, they are.

22 Q. Now, did you compute hourly increases to Mr. Hershey
23 commensurate with his anniversary date as indicated on page
24 25 of both agreements?

25 A. Yes, I did.

1 Q. Now, in the Compliance Spec, paragraph 6, footnote 1,
2 it's stated that from March 21st to June 20th, 2015,
3 Mr. Forsyth worked as a dispatcher. How did you determine
4 that?

5 A. There was a designation on the Employer's payroll
6 records indicating that he was in the dispatcher
7 classification, and during that time period he was paid a
8 considerably higher rate.

9 Q. And did Mr. Forsyth working as a dispatcher have any
10 effect in computing Mr. Hershey's back pay?

11 A. The way that it had an impact is for the period of time
12 that he was working as a dispatcher --

13 Q. Mr. Forsyth?

14 A. For the period of time that Mr. Forsyth was working as a
15 dispatcher, that wouldn't have been comparable work. So for
16 that period of time, instead of basing the available hours on
17 both Forsyth and Smith, which we have been averaging their
18 hours out to get the hours that would have been available, we
19 excluded Forsyth when he was a dispatcher and based this
20 solely on the hours of Smith, since that was the true
21 comparable at the time.

22 Q. Other than the hourly increases described in the
23 contract in GC-6 and 7, the raises provided an anniversary
24 date, did Forsyth and Smith receive other hourly increases,
25 either permanent or temporary?

1 A. Smith had a series of, from looking at the Employer's
2 payroll records, there was a period of time where Smith was
3 making multiple different wage rates on a single check.
4 There was a great variance in what wage rate he was making.
5 He would have his contractual wage rate for a certain number
6 of hours, then he would have a higher wage rate that varied
7 for other hours.

8 Q. Did you attribute those varying wage rates to anything?

9 A. Yes, to him working prevailing wage jobs based on the
10 information provided by the Charging Party.

11 Q. Do you recall what dates you determined Smith earned the
12 prevailing wages?

13 A. No. No, I do not, not without looking at the schedules.

14 Q. Do you want to take a minute to look?

15 Do you need a minute? Would you like to go off the
16 record or --

17 A. Yes, we could go off.

18 MR. NICK: Would you mind, Your Honor?

19 JUDGE SORG-GRAVES: Let's go off.

20 (Off the record from 10:41 a.m. to 10:42 a.m.)

21 JUDGE SORG-GRAVES: Let's go back on the record.

22 I'm sorry. Mr. Nick.

23 Q. BY MR. NICK: So what dates did you determine that Smith
24 earned prevailing wages?

25 A. You know, looking at Schedule D on page 34, I see on

1 5/17 and 5/24 of 2014 he did. And then there was -- there's
2 a series of other dates where wherever I gave Mr. Hershey a
3 wage rate different than what his contractual wage rate would
4 be, that's because I had evidence that Mr. Smith had worked
5 prevailing wage jobs.

6 Q. That's good. Thank you.

7 So with respect to calculating back pay for Mr. Hershey,
8 what did you when Smith earned those prevailing wages?

9 A. When Smith earned the prevailing wages, what I did is I
10 took the number of hours that he worked at the regular wage
11 rate. So an example, let's say he worked, and I'm going to
12 make up some numbers here, let's say he worked 30 hours at
13 \$10 an hour; that would be 300. And then he worked 10 hours
14 at \$15 an hour; that would be 150. So I took the 450 and
15 then I would divide that by 40, which would be 11.25, which
16 would give an effective wage rate. So what I did, you
17 know -- so if Mr. Smith had 10 hours that were at a higher
18 wage, I would take those 10 hours, those 10 high-wage hours,
19 and then give Hershey his regular rate for the other 30 hours
20 and average it out in the way I just explained.

21 Q. I see. Now, were you able to input those two different
22 wage rates into the spreadsheet?

23 A. No. Excel does not -- our back pay tech program, which
24 is an Excel-based proprietary program, is set up where
25 there's just one way, one entry line for each week ending.

1 So there's no way to input two different wage rates. So the
2 only way to do it was to calculate what an effective wage
3 rate would be and put that one wage rate in. So that's why
4 there were different wage rates.

5 Q. Okay. In looking at paragraph 8 of the Compliance
6 Specification, it provides that the Charging Party's hours
7 were lowered to the averaged amount available to the
8 comparable employees. Why did you do that?

9 A. The Compliance Handling Manual specifies that. It's a
10 long-standing Board policy that an employee should not be
11 disadvantaged for working more hours than what would have
12 been available if they had been still working at their former
13 employer.

14 Q. Did you do that adjustment on a weekly basis or on a
15 quarterly basis?

16 A. I did that on a weekly basis.

17 Q. And why did you do that?

18 A. Guidance that I received from the Region, and from
19 reviewing the Compliance Handling Manual, it does not specify
20 to do it weekly or quarterly, as it is longstanding policy to
21 do it in this method as I understand.

22 Q. In paragraph 9 of the Compliance Specification, it
23 provides that bonuses paid by interim employees to
24 Mr. Hershey in the period that they were paid -- I'm sorry --
25 were added to his interim earnings for the period that they

1 were paid, and that the bonus Respondents awarded to the
2 comparable employees were averaged together and represent an
3 estimated amount of bonuses Mr. Hershey would have received.
4 You calculated -- let's see -- in paragraph 9 you calculated
5 the bonuses to be \$5,267 and refer to Schedule D. And so how
6 did you calculate -- and if you want to refer, it's on page
7 31, Schedule D, the bonuses -- how did you calculate his
8 bonuses? Or the bonuses of 5,267?

9 A. The way I calculated the bonuses is I looked -- the
10 Employer payroll records would have the bonuses paid to Smith
11 and Forsyth. So since we're doing everything based on
12 averaging Smith and Forsyth, I averaged what the bonuses
13 would be. So if Smith received \$1,000 bonus and Forsyth
14 received a \$1,500 bonus in the same period, we averaged that
15 out as 1,250. If Smith received 1,000 and Forsyth received
16 zero, we averaged it out as 500. We then added up all the
17 bonuses throughout the back pay period. There was a column
18 entitled Bonuses where we input that, and then there's a
19 formula that adds them up, and that adds up to \$5,267.

20 Q. Okay. Did back pay period, did Mr. Hershey's interim
21 employers pay him bonuses?

22 A. Yes, they did.

23 Q. And did you note Mr. Hershey's bonuses in a separate
24 column in the spreadsheets?

25 A. No, based on, again, guidance in the Casehandling

1 Manual. The bonuses paid to Mr. Hershey from his interim
2 employer, those get lumped in with his interim earnings for
3 whatever period they were paid.

4 Q. Okay. Thank you.

5 Now, paragraph 10 of the Compliance Specification
6 discusses a 401(k). Do both the 2009 to 2014 and 2014 to
7 2019 agreements provide for employees with a 401(k)?

8 A. Yes.

9 Q. Thank you.

10 And just for the record, it's page 32, Article 7,
11 Section 2. If you want -- of both contracts if you want to
12 verify that. Page 32 of both contracts.

13 A. Okay.

14 Q. Are those the provisions?

15 A. Yes. Yes, they are.

16 Q. In paragraph 10(a) of the Compliance Specification, it
17 describes that Mr. Hershey contributed 5 percent of his pre-
18 tax gross earnings into a 401(k) account. How did you
19 determine that?

20 A. Based on pay stubs that Mr. Hershey had from working at
21 the Respondent that showed a 5 percent contribution. I
22 believe it showed a dollar amount, and we had to divide it by
23 his overall earnings to show there was in fact 5 percent as
24 he asserted.

25 Q. In paragraph 10(b) of the Compliance Specification, it

1 refers to Schedule F, which is on page 55, that shows
2 quarterly contributions, page 55 of the Amended Fourth
3 Amended, it shows the quarterly contributions that
4 Mr. Hershey would have made had he continued with his
5 employment with Respondents. Does that number represent the
6 amount he would have contributed for the entire back pay
7 period?

8 A. It represents contributions up until the point that he
9 was hired on at the road commission full-time. We had
10 evidence that when he was hired on at the road commission
11 full-time that he did have a 401(k) available to him, and the
12 Compliance Handling Manual does give discretion, but at that
13 point it says to -- it says to offset his 401(k) benefit from
14 his interim employer against the Respondent, but because of
15 the complexity of the math it gave us discretion, so we chose
16 to just cut off the 401(k) obligation of the Respondent at
17 that time period.

18 Q. Paragraph 10(c) of the Compliance Specification provides
19 that Mr. Hershey would have contributed a total of \$7,461 of
20 his pretax earnings to a 401(k). How did you determine that?

21 A. I determined that by taking the gross back pay and
22 inserting a formula into the Excel spreadsheet to take 5
23 percent of the gross back pay, and then it inputted that into
24 a new spreadsheet that tallied it up, so the total of the
25 contributions was \$7,461.

1 Q. What 401(k) fund did Mr. Hershey have when he worked for
2 Respondents, if you recall?

3 A. He had a securing and domestic equity fund.

4 Q. Is that the fund you used for calculating his gain or
5 loss of investment?

6 A. No, it's not.

7 Q. Why not?

8 A. I contacted the fund manager, Securian. They stated
9 this fund no longer exists, and they had no way to provide
10 information on the historical returns of this fund. So
11 the -- it was chosen to, for a reasonable equivalency, the
12 S&P 500, which is a domestic equity fund, as kind of a
13 benchmark fund that -- but they do not publish their
14 quarterly returns. However, Vanguard 500, which is a fund
15 that tracks the S&P 500, and it has returns that are just
16 slightly lower than the S&P 500. It was chosen to use that
17 as the equivalent fund.

18 Q. Paragraph 10(d) of the Compliance Specification provides
19 that Mr. Hershey would have received a gain or loss as
20 reflected in Schedule F, which is, if you need to refer to
21 it, page 55 of the Compliance Specification. Can you explain
22 how you determined that?

23 A. Yes. So the way that this was computed, if you look,
24 there's a column for gross back pay, then there's a column
25 for the employee contribution of 5 percent, then there's a

1 column for whatever the quarterly return of the Vanguard 500
2 Fund was, and then there's the gains/loss, and it keeps a
3 running balance.

4 So starting with the first quarter of 2013, there was
5 \$559 of back pay during that quarter. So 5 percent of 559
6 would be 27.95. And then 6.79 percent of 27.95 is \$1.90. So
7 we add that \$1.90 gain to the contribution of 27.95 to get a
8 new balance of 29.85. And then we just carry forward that
9 same math quarter after quarter adding to the -- adding the
10 gain to the balance, or subtracting the loss from the balance
11 to come up with the total of 10,467. The only change is
12 after we suspended the employee contributions in November of
13 2015 when he got hired full-time with the road commission, we
14 no longer added employee contributions, and from that point
15 forward we solely put the gain or loss onto the balance
16 without any additional contribution.

17 Q. Thank you.

18 Now, paragraph 10(e) of the Compliance Specification
19 provides that Respondent regularly contributed .5 percent of
20 Mr. Hershey's gross earning into a 401(k) account. How did
21 you determine that?

22 A. That was determined first from -- the Charging Party
23 stated that he did have an employee -- or an employer
24 matching contribution of about a half a percent. But then we
25 looked at the payroll records for when he worked at the

1 Respondent, and it shows an employer contribution, and again,
2 I double-checked the math for several of the checks by
3 dividing the employer contribution by the total earnings for
4 that period, and it always came up to roughly half a percent.

5 Q. Paragraph 10(e), which refers to Schedule G on page 56
6 of the Compliance Specification, showing the contributions
7 that Respondents would have made to Mr. Hershey's 401(k)
8 account, how did you determine that?

9 A. You know, I used the same exact methodology that I used
10 for calculating the employee contributions. So in the first
11 Quarter 2013, again we had the gross back pay of 559. Half a
12 percent was \$2.80. And then we applied the return of 6.79
13 percent to see that he gained 19 cents on that. So that gave
14 us a running balance. It shows here 2.98 because there's
15 some rounding up in one of the columns; it didn't get
16 attributed to the next column. Then that gets, the next
17 quarter he earned 12,408, so that was a \$62.04 contribution
18 based on half a percent. We applied the return for that
19 quarter to get a gain of \$1.87, and then we just add the
20 contribution and the gain to the prior balance to get the new
21 running balance, and we carried that forth through every
22 quarter till we got to the point again in November of 2015
23 when we suspend employer contributions, and from that point
24 forward we're merely applying the gain, the quarterly gain or
25 loss to the prior balance to come up with a new balance.

1 Q. Thank you.

2 Paragraph 10(f) of the Compliance Specification
3 references the total Respondent's and employee's
4 contributions that would have been made into Mr. Hershey's
5 401(k) had he continued his employment, and the paragraph
6 refers to Schedule H, which is on page 57. Can you explain
7 how Schedule H shows those contributions?

8 A. Okay, Schedule H is essentially a combination of
9 Schedules F and Schedules G. So, you know, for the first
10 quarter, if you look here, we've got, you know, Quarter 1 of
11 2013, we have the gross back pay of 559. Then we have the
12 employee contribution, which we had on the prior page of
13 27.95. The employer contribution, which is half a percent,
14 it gets rounded up to \$2.80. And so the total employer and
15 employee contribution comes to \$31, and again, the change is
16 either rounded up or rounded down by Excel. And then the
17 return of 6.79 percent, and that gives us a gain or loss of
18 \$2.09, and that tallies up to \$32.83. And we just carry
19 forth that same method quarter by quarter, and again, the
20 employee and employer contributions were suspended in
21 November of 2015.

22 Q. Now, paragraph 10(g) of the Compliance Specification
23 provides that \$11,513 as the 401(k) total projected yield
24 pursuant to both Mr. Hershey's and Respondent's
25 contributions. Can you explain that?

1 A. Okay, this is --

2 MR. WRIGHT: I think he just did.

3 MR. NICK: Yeah, I don't --

4 MR. WRIGHT: He said F and G equaled H. I mean --

5 Q. BY MR. NICK: So you added the two --

6 A. Which paragraph are you asking me to explain?

7 Q. 10(g).

8 A. Paragraph 10(g).

9 Q. That's a total --

10 A. Okay. Yes, and I mean that's -- the way I got that was
11 through the methodology that just explained which is the
12 methodology we used in F and G and then over to H.

13 One correction to what I said a second ago, when I said
14 on, like the 280 and 27.95 where it shows 31 that Excel had
15 rounded up? It actually hadn't rounded it up. And you'll
16 see that when 2.09 is added to it, it only comes to 32.83.
17 It's just the column for employer and employee contributions
18 doesn't -- well, it shows it rounded up, Excel actually keeps
19 the real number in there, so when it adds it, it's adding it
20 to the real number, so that's why there's a discrepancy of a
21 few pennies, but it's really not.

22 Q. Thank you.

23 10(g) also talks about a total projected yield. Can you
24 explain what you mean by projected?

25 A. Well, a projected yield, because we didn't have the

1 returns for the third quarter of 2017 because the third
2 Quarter 2017 is yet to end. So I had to guesstimate what the
3 returns would be, and I went overly conservative, and I only
4 put a return of 1.5 percent for the quarter when I think it's
5 already beyond that.

6 Q. Okay. So in paragraph 11(a) it states that, of the
7 Compliance Specification, that the total gross back pay is a
8 component of total net back pay, which is calculated by
9 subtracting the adjusted quarterly interim earnings from
10 comparable quarterly gross back pay and the bonuses paid to
11 the comparable employees who were added to the net back pay
12 amount. And then it refers to Schedule D. Can you explain
13 to the Judge what that means, what you did?

14 A. Okay. It means if we look at, looking at Schedule D, it
15 starts over on page 31, what we did is, like here for the
16 week ending 4/6, it shows a gross back pay would have been
17 \$695. Quarterly interim earnings were -- I'm sorry. We
18 should -- I'm sorry. Let's look at the quarterly total.
19 This is done on a quarterly basis. So if you look at page
20 32, the 2013 quarter to total line. So if you look at gross
21 back pay is 12,408, and then you subtract interim earnings of
22 11,547. That gives us a net back pay figure of 861. And
23 when you go to the total at the end of Schedule D, which is
24 on page 41, if you look at that, you have -- it totals up the
25 net back pay, the difference between gross back pay and

1 interim earnings, you know, that goes in the net back pay
2 column, it totals up the net back pay column throughout the
3 back pay period to give us a total of \$18,196, and then the
4 bonuses of 5,267 are added to that.

5 Q. Thank you.

6 Paragraph 11(b) provides that the Charging Party's net
7 back pay up until November 23, 2015, is reduced by a 5
8 percent pretax contribution that he would have contributed to
9 his 401(k) under the contract. Can you explain that, why you
10 reduced his net back pay by 5 percent?

11 A. The reason we did is the Compliance Handling Manual
12 states that you should, if there was a retirement in play,
13 like a 401(k), that they should have the benefit of receiving
14 whatever the growth on that plan would be. But if we just
15 took the 5 percent and put it into a 401(k), and then still
16 gave him his net back pay amount, he would in essence be
17 double-dipping. So the only way to fund the 401(k) is by
18 having the money, the money has to come from somewhere. So
19 the way we funded the 401(k) was by reducing his net back pay
20 by 5 percent of gross back pay, because it's 5 percent of
21 gross back pay that he was contributing to his 401(k). So we
22 took that 5 percent of gross back pay, and we had to subtract
23 that from the net back pay, so he got -- so he didn't get
24 that money twice, and then we put that money into the 401(k)
25 fund.

1 Q. Okay. Now, paragraph 11(c) provides that based on the
2 above, Mr. Hershey's adjusted net back pay is 11,683. How
3 was that number derived?

4 A. Okay, the net back pay of 11,683, that's derived by
5 taking the gross back pay, minus the interim earnings to get
6 the net back pay, but then reducing the net back pay by 5
7 percent of gross back pay, and then that tallies up to
8 11,683.

9 Q. Paragraph 11(c) also provides bonuses of -- bonuses
10 totaling 5,267 were added to the 11,683 amount. Does that
11 5,267 reflect the average bonus of Smith and Forsyth as you
12 testified earlier?

13 A. Yes, it does.

14 MR. WRIGHT: Your Honor, if I may, my Amended Compliance
15 Spec, the Amended Fourth Amended Compliance Spec, is missing
16 pages 53 and 54.

17 MR. NICK: Oh, my apologies.

18 MR. WRIGHT: I'm just wondering if yours is missing it,
19 too.

20 MR. NICK: Oh, yeah. It is. I'll --

21 THE WITNESS: There's also an issue with the schedules
22 that were attached here.

23 MR. NICK: Oh.

24 THE WITNESS: That maybe you'd like me -- I don't know
25 if I should explain that off the record? It's the wrong

1 attachment.

2 MR. NICK: Well, I'm sorry.

3 JUDGE SORG-GRAVES: Okay.

4 MR. NICK: Your Honor?

5 JUDGE SORG-GRAVES: Let's go off the record and try to
6 clear up the exhibit.

7 (Off the record from 11:06 a.m. to 11:34 a.m.)

8 JUDGE SORG-GRAVES: Okay, let's go back on the record.

9 Mr. Nick, can you explain the changes that you've done
10 to the documents while we were off the record?

11 MR. NICK: Well, Your Honor. Apparently there were two
12 pages missing from the prior spreadsheets, and additionally
13 Schedule D and E were erroneously placed into the package,
14 into the exhibit, and it does not comport with what's in the
15 Compliance Spec. What was done in D and E that was
16 erroneously put into the GC-1(qq) was a back pay spec based
17 on Mr. Hershey not receiving prevailing wages, where here
18 we're arguing that he isn't entitled to them.

19 JUDGE SORG-GRAVES: Okay.

20 MR. NICK: So we adjusted his pay rate for those weeks
21 that we believed he would have worked prevailing wages.

22 JUDGE SORG-GRAVES: Okay. And so then the schedules
23 that are now attached to this exhibit should reflect the
24 numbers that are corrected in the Amended Fourth Amended
25 Compliance Spec?

1 MR. NICK: Yes, Your Honor.

2 JUDGE SORG-GRAVES: That has the cross-out of some
3 numerical values and replaced numerical values?

4 MR. NICK: Yes.

5 JUDGE SORG-GRAVES: So they should correspond --

6 MR. NICK: Yes.

7 JUDGE SORG-GRAVES: Yeah. Okay.

8 Mr. Wright, do you understand what Mr. Nick has done?

9 MR. WRIGHT: Yes, Your Honor. Mr. Nick has taken
10 basically all of the schedules, starting at page 11 through
11 page 60, and just substituted them because of errors with
12 respect to Schedules D and E, and he did agree off the record
13 that for Schedules D and E, he would produce the other pages
14 that were missing from the last Compliance Spec because there
15 are copies of spreadsheets I've never seen before, so I just
16 wanted them for my records, and he agreed to produce those.
17 But I do understand that the Amended Fourth Amended
18 Compliance Spec now, we just changed pages 11 through 60,
19 yes.

20 JUDGE SORG-GRAVES: Okay. And Mr. -- how do you
21 pronounce it?

22 THE WITNESS: Molenda.

23 JUDGE SORG-GRAVES: Molenda. And when you were on the
24 stand earlier, you said that it was causing you some
25 confusion because these were not the pages you were

1 expecting?

2 THE WITNESS: Right. What caused me confusion was when
3 I was asked to show what weeks he had received the prevailing
4 wage, and the weeks where I thought I should be seeing
5 different numbers that would reflect a prevailing wage, I was
6 just seeing his contractual wage rate, because the D and E
7 that were in here were something that, just to see once
8 the -- we knew the Respondent was going to argue he shouldn't
9 get prevailing wage, just to see what effect that would have
10 on the total back pay owed, I had generated a version where I
11 put just contractual wage rates in to send to Dynn just so he
12 could see the difference. I had missed 2 weeks, which I
13 think was May 7th of 2014, and maybe the following week, so
14 there were, when I looked earlier, I could only find those 2
15 weeks showing prevailing wage, instead of it was, you know,
16 two quarters of prevailing wages. So now we have the correct
17 versions in there.

18 JUDGE SORG-GRAVES: Okay, and so that I understand, can
19 you show me, can you reference which pages you're looking for
20 when I would look at --

21 THE WITNESS: At the prevailing wage?

22 JUDGE SORG-GRAVES: Prevailing wage. Like, for example,
23 I'm looking at page 36.

24 THE WITNESS: Okay. Page 36, it starts 5/17 and 5/24.
25 And in the old version, those were the only 2 weeks that

1 showed prevailing wage because I guess I'd missed those when
2 I was removing prevailing wage --

3 MR. WRIGHT: Your Honor?

4 THE WITNESS: But now if we look at page --

5 MR. WRIGHT: Your Honor, I hate to stop the witness, but
6 I think he might be on the wrong page.

7 JUDGE SORG-GRAVES: You said -- is that that page?

8 THE WITNESS: Thirty-four.

9 MR. WRIGHT: She said 36.

10 THE WITNESS: Oh, and I looked -- I went to 34. Okay.

11 MR. WRIGHT: So go to 36.

12 THE WITNESS: So then if you go, but then if you look at
13 page, actually if you look at page 35 though, because it
14 starts, page 34 we have 2 weeks of prevailing wage. Page 35
15 we have the week end, 6/28 we've got prevailing wage, and
16 then if you look sporadically through the third quarter,
17 actually every week except for the week ending 7/5, and then
18 the weeks ending 9/6 and 9/13, we have a prevailing wage.
19 Then if you look at the fourth quarter, which is page 36, we
20 have prevailing wage on several of the weeks in the fourth
21 quarter, and then we have on the first quarter of 2015, also
22 on page 36 we have, it looks about half the weeks there are
23 prevailing wage. And then if we look, page 37 again, and at
24 that point I believe his contractual wage rate was 16.25.
25 But most of the weeks we've got 17.36 and 18.25, so again,

1 those were prevailing wages. And then the second quarter of
2 2015, again, we have a few weeks of prevailing wage before he
3 goes back to his contractual wage rate. And from that point
4 forward it's all contractual wage rates.

5 JUDGE SORG-GRAVES: Okay. And then so I make sure I
6 understand your testimony, now that I can see it more clearly
7 reflected here, to come up with the wage rate for your one
8 factor, I guess you can only multiply by a particular factor
9 in your spreadsheet.

10 THE WITNESS: Right.

11 JUDGE SORG-GRAVES: You did an allocation of proceeding
12 of how much time it appeared to be prevailing wage work
13 versus how many hours that appeared to be contractual wage
14 rates; is that correct?

15 THE WITNESS: Correct.

16 JUDGE SORG-GRAVES: And that's why this prevailing wage
17 rate changes frequently?

18 THE WITNESS: Right, so I come up with an effective wage
19 rate.

20 JUDGE SORG-GRAVES: Okay.

21 THE WITNESS: And it's changing because some weeks more
22 hours were available at prevailing wage, some weeks less
23 hours were, but also the prevailing wage, it seems like there
24 were some jobs where the prevailing wage was one rate and
25 other jobs where the prevailing wage was a higher rate. So

1 it was not consistent.

2 JUDGE SORG-GRAVES: Okay. I understand better now.
3 Thank you.

4 MR. NICK: Okay, thank you, Your Honor.

5 Q. BY MR. NICK: Now, paragraph 12 provides that the total
6 401(k) balance of 11,513 is treated as non-taxable
7 distribution. Why did you treat it as a non-taxable
8 distribution?

9 A. We did that because the Charging Party, had the money
10 stayed in the 401(k) -- or I -- or had they been making
11 contributions to 401(k), that's a tax-deferred fund. So it
12 was viewed that to keep it -- that the reasonable thing would
13 be to give this money to him as a tax free disbursement that
14 then he could invest into another tax-deferred fund.

15 Q. Paragraph 14 provides for expenses for Mr. Hershey
16 totaling \$21,354. What is that number comprised of?

17 A. That's comprised of mileage that he, the additional
18 mileage that he had to drive to get to his interim employers
19 versus what he would have driven had he remained working for
20 the Respondent.

21 Q. And what mileage rates did you use?

22 A. We used the IRS published -- or U.S. Government mileage
23 rates. Those are all set forth in Schedule K.

24 Q. Schedule K, that's on page 60?

25 A. That is correct.

1 Q. And what routes did you use for determining his travel
2 to and from his interim employment?

3 A. What I did is I went to Google Maps. I put in the
4 address he was driving from, the address he was driving to,
5 and I used whatever popped up as route number 1.

6 Q. Okay.

7 MR. WRIGHT: Your Honor, Mr. Nick has shared these with
8 me. I'm willing to stipulate that everything, though I
9 disagree with the calculation, the round trip to employer,
10 the roundtrip interim job, the way he did it is correct. We
11 don't need to go through the Google Maps. I'll stipulate
12 that those are the right numbers, and I think we'd already
13 agreed to that.

14 JUDGE SORG-GRAVES: Okay. And which page in the spec am
15 I looking at?

16 MR. WRIGHT: Sixty. The last one.

17 JUDGE SORG-GRAVES: Okay. I only have 58.

18 MR. NICK: I'm about to lose it here.

19 Dan, can you give her --

20 MR. WRIGHT: Get the last few pages.

21 JUDGE SORG-GRAVES: Then I'll just need to have my own
22 copy at the end.

23 MS. COMITO: You can have my extra copy if you need it.

24 MR. WRIGHT: Yeah, I think the last two pages.

25 Here, Dynn. Here's 59 and 60.

1 MR. NICK: Do you have 59?

2 JUDGE SORG-GRAVES: I do not have 59.

3 MR. WRIGHT: And if it helps, Your Honor, we believe he
4 calculated the wrong place for the employer, but from where
5 he calculated, the 9.2 and the 16.2 are accurate based on
6 what he calculated. All of the numbers in the next column,
7 42.8 all the way down to 65.6, round trip to interim job,
8 we're willing to stipulate those are correct. We don't have
9 an issue with the entire 21,354.19 how he calculated it. We
10 just believe he used the wrong round trip to employer.

11 JUDGE SORG-GRAVES: Okay.

12 MR. WRIGHT: But the calculations itself, we don't have
13 an issue with as they were done.

14 JUDGE SORG-GRAVES: Okay, I understand.

15 Okay, Mr. Nick.

16 Q. BY MR. NICK: Paragraph 15 lists Mr. Hershey's net back
17 pay as 49,817. Can you explain to the Judge how you
18 determined that number?

19 A. Okay, the way I calculated that is we took the -- take
20 the gross back pay, minus the interim earnings to get net
21 back pay. Then we adjusted the net back pay reducing it by 5
22 percent of gross back pay to account for the money that went
23 into the 401(k). So that gave us our adjusted net back pay.
24 Then we added the bonuses to the adjusted net back pay, and
25 then we also add the expenses to that, and then we add the

1 401(k) disbursement to that as well, and that gives us a
2 total of 49,817.

3 Q. Paragraph 16 discusses payment for consequential
4 economic harm Mr. Hershey incurred as a result of his
5 discharge. 16(b) indicates that Mr. Hershey withdrew \$753
6 from his 401(k) account in July 2013, which he would
7 otherwise not have withdrawn but for his discharge, and that
8 further he incurred his 10 percent penalty on his withdrawal
9 which amounted to \$75. How did you determine that
10 Mr. Hershey withdrew in July of 2013 from his 401(k)?

11 A. That is based on, we have -- we have documents. First,
12 we have the Charging Party is saying that he did withdraw
13 that money in July. But then we also have a document from
14 Securian in May, a letter stating that he has to either roll
15 over or withdraw that money. We have a June statement that
16 shows the amount of \$753. The letter from Securian states
17 there would be a 10 percent penalty, and then also just from
18 researching the standard penalty paid for an early withdrawal
19 from a 401(k) is 10 percent. So that's how we determined it.
20 (General Counsel's Exhibits 9 and 10 marked for
21 identification.)

22 Q. BY MR. NICK: Are these the documents you just testified
23 about?

24 A. Yes. GC-10 is the statement showing his balance as of
25 June 30th, 2013. GC-9 is the May 31st letter from Securian

1 advising him of the penalty he'll have to pay if he withdraws
2 and saying that he needs to either roll over or withdraw.

3 MR. NICK: Your Honor, I'd like to move GC-9 and GC-10
4 into evidence.

5 JUDGE SORG-GRAVES: Any objections?

6 MR. WRIGHT: Your Honor, I've just seen this for the
7 first time. Can I have just a moment?

8 JUDGE SORG-GRAVES: Sure.

9 COURT REPORTER: Do we have an 8, Mr. Nick?

10 MR. NICK: Those were the Google Maps that I'm not going
11 to put in, so no, we do not.

12 COURT REPORTER: Thank you.

13 MR. NICK: Unless Your Honor would like them on the
14 record.

15 JUDGE SORG-GRAVES: It's not necessary.

16 MR. WRIGHT: Your Honor, I'll note for the record that
17 we had asked for all information with respect to
18 Mr. Hershey's 401(k) and did not receive GC-9 and 10, but
19 besides that, no objection.

20 JUDGE SORG-GRAVES: Okay, admitted.
21 (General Counsel's Exhibit 9 and 10 received in evidence.)

22 MR. NICK: Thank you, Your Honor.

23 JUDGE SORG-GRAVES: Just for the record, I don't know
24 that we got 6 and 7, the contracts.

25 MR. NICK: The contracts? Well, to the extent I did not

1 offer them into evidence, I do now, Your Honor. Exhibits 6
2 and 7. They're the CBA.

3 MR. WRIGHT: No objection.

4 JUDGE SORG-GRAVES: Okay, admitted.

5 (General Counsel's Exhibits 6 and 7 received in evidence.)

6 Q. BY MR. NICK: Paragraph 16(c) of the Compliance
7 Specification indicates that Mr. Hershey lost the gains that
8 he would have otherwise earned had the money remained in his
9 401(k). What is meant by that?

10 A. What's meant by that is when he withdrew the money in
11 July of 2013, it was \$753. If he had not had to withdraw
12 that money, that money would have stayed in the 401(k) fund,
13 and it would have had the gains or the losses of the market.
14 So we took the, again, those same quarterly return rates for
15 the Vanguard 500 Fund, and apply those to the 753 and found
16 that ultimately the 753 would have grown to \$1,173 if it had
17 been able to stay in a 401(k) fund.

18 Q. Now, 16(c) also refers to Schedule I, which is I believe
19 on page 58, hopefully everyone's got a page 58, of the
20 Compliance Specification. Can you explain Schedule I?

21 A. Yes. Schedule I essentially is what I just explained.
22 It -- Schedule I shows the starting balance in his 401(k)
23 fund, and this is without any contributions, just what he had
24 at the day of separation, and if that had stayed in the fund,
25 what that ultimately would have grown to.

1 Q. Okay. Paragraph 16(d) provides that Mr. Hershey's
2 consequential harm totals \$495. How is that number
3 determined?

4 A. Well, the 401(k) fund untouched would have grown to
5 1,173. When he withdrew the fund, or when he withdrew the
6 money, it was at 753. So if you subtract 753 from 1,173, you
7 get \$420. But then he did pay that 10 percent penalty when
8 he withdrew the 753, so that was \$75 that -- so we add the
9 \$75 to the 420, and that gives us 495.

10 Q. Paragraph 17 discusses adverse consequences. Are there
11 any adverse consequences for Mr. Hershey?

12 A. No, there are not.

13 Q. And paragraph 18 summarizes the facts and calculations.
14 Can you brief go through again all of the components that
15 make up Mr. Hershey's total back pay?

16 A. Okay. With the net back pay, which is actually -- this
17 is the adjusted net back pay figure from Schedule E, not the
18 one from Schedule D, the difference is Schedule E, we're
19 removing 5 percent of gross back pay, so that reduces the net
20 back pay to 11,683. And then it has that, so it has that
21 adjusted net back pay number of 11,683, the bonuses of 5,267,
22 the 401(k) non-taxable distribution of 11,513, the interim
23 expenses of 21,354, and the consequential economic harm of
24 495. And there was no excess taxes here, so that was zero.
25 All those numbers totaled up to 50,312.

1 MR. NICK: Thank you.

2 No more questions, Your Honor.

3 JUDGE SORG-GRAVES: Mr. Wright?

4 MR. WRIGHT: Thank you, Your Honor.

5 CROSS-EXAMINATION

6 Q. BY MR. WRIGHT: Before we start, let me ask this
7 question first: Your spreadsheets are based on both payroll
8 records for Mr. Forsyth and Mr. Smith from the Respondent, as
9 well as payroll records from Mr. Hershey's interim
10 employment; is that fair?

11 A. Yes.

12 MR. WRIGHT: Your Honor, I think before we start, I
13 think Mr. Nick and I agreed, but we should maybe mark as
14 exhibits the payroll records upon which I think his
15 calculation is based, and we've given Mr. Nick a list.

16 Did you have any objection to R-1 through R-13?

17 If I may take a moment to --

18 MR. NICK: R-13?

19 MR. WRIGHT: That was just that 401(k) thing that I gave
20 you.

21 MR. NICK: Oh. The only one that I hadn't seen before
22 was the truck driver time report. So I might need some voir
23 dire on that, but on the other stuff, I think we checked the
24 information you provided, and it was accurate.

25 (Respondent's Exhibits 1 through 13 marked for

1 identification.)

2 MR. WRIGHT: Okay. Your Honor, so then I think we have
3 a stipulation. I can read you the exhibits and what they
4 are, and I have copies here, six copies for everyone.

5 JUDGE SORG-GRAVES: Do you have another copy of the
6 reference sheet that you're referring to?

7 MR. WRIGHT: I'm sure I do. I can give you -- I will
8 just give you this one. I know I have another. I'll give
9 you this one.

10 JUDGE SORG-GRAVES: It'll keep me from trying to jot all
11 of this down so quickly.

12 MR. WRIGHT: Mr. Nick and I divided up who was going to
13 copy what, so I got the payroll records.

14 JUDGE SORG-GRAVES: Okay, so I guess I'll make sure I'm
15 understanding. Are you asking to go ahead and admit R-1
16 through R-12? Because he had --

17 MR. WRIGHT: R-1 through R-13, with the exception of
18 R-10.

19 JUDGE SORG-GRAVES: R-10 is the one. Okay.

20 MR. WRIGHT: So R-1 through R-9, and R-11 through 13
21 would be admitted.

22 JUDGE SORG-GRAVES: And?

23 MR. NICK: I have no objection.

24 JUDGE SORG-GRAVES: Okay, we could -- let's go ahead and
25 -- is it best just to pass them out now, or how are we doing

1 this?

2 So the court reporter can look at them.

3 MR. WRIGHT: What I had also done, Your Honor, is, this
4 stuff is voluminous. If there's a page in the document that
5 I wanted, I've copied it separately, made six copies, and
6 I'll just reference this is a page from R-3 or a page from
7 R-4 so we're not spending time looking through all of those.
8 And Mr. Nick and I agreed that's probably the easier way to
9 do it.

10 JUDGE SORG-GRAVES: Okay. I guess what I'm asking --

11 MR. WRIGHT: And at a break I can give someone all of
12 these records. Or I can do it now. Either one.

13 JUDGE SORG-GRAVES: I guess I'm asking what the court
14 reporter wants in order to be able to deal with these.

15 COURT REPORTER: I wouldn't mind having them because we
16 refer to them as you're going along.

17 MR. NICK: Yeah, I would like to have them as well.

18 MR. WRIGHT: Okay. We'll just pass them out now, then.

19 JUDGE SORG-GRAVES: Okay. Okay, so that the record is
20 clear, I'm admitting R-1 through R-9, and R-11 through R-13.

21 MR. WRIGHT: Yes.

22 (Respondent's Exhibits 1 through 9 and 11 through 13 received
23 in evidence.)

24 THE WITNESS: Could we have a 3-minute break?

25 JUDGE SORG-GRAVES: Yes. Let's go off the record for a

1 few minutes while we shuffle papers.

2 (Off the record from 11:53 a.m. to 11:57 a.m.)

3 JUDGE SORG-GRAVES: And my understanding from Mr. Wright
4 is that everyone should have now copies of R-1 through R-9
5 and R-11 through 13. Is that correct?

6 Okay. It appears that the court reporter, you got the
7 copies that you need as well?

8 MR. WRIGHT: Right, and we'll make sure you have a
9 second copy.

10 JUDGE SORG-GRAVES: Okay. And those are admitted into
11 the record. I think I've already stated that.

12 The issue of taking a lunch break has been raised. It
13 appears that it might be the prudent time to do it if the
14 parties are wishing to take any type of break. And I guess
15 the question is whether we can be back in less than an hour,
16 or if we need a full hour to try to get lunch.

17 MR. WRIGHT: Is there something in the building?

18 MR. NICK: There is in the basement.

19 MS. COMITO: We missed that conversation.

20 JUDGE SORG-GRAVES: Yes.

21 MR. NICK: Don't expect gourmet food, but --

22 MR. WRIGHT: I think the sooner the better I would say,
23 so --

24 JUDGE SORG-GRAVES: If nobody -- okay. Does anybody
25 object to trying to reconvene at 12:45?

1 MR. WRIGHT: No.

2 JUDGE SORG-GRAVES: And I will, if people literally, you
3 know, try to come back by then, if you find that you haven't
4 been able to actually consume your lunch, then I won't be a
5 real stickler if you're a few minutes late, but I'd rather
6 people not just be standing around waiting for no reason.

7 MR. WRIGHT: Absolutely.

8 JUDGE SORG-GRAVES: Okay, so let's go off the record
9 until 12:45.

10 (Whereupon, at 12:00 p.m., a lunch recess was taken.)
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A F T E R N O O N S E S S I O N

(Time Noted: 12:47 p.m.)

JUDGE SORG-GRAVES: Let's go back on the record.

Mr. Wright.

MR. WRIGHT: Yes, Your Honor.

JUDGE SORG-GRAVES: You may proceed.

MR. WRIGHT: Thank you.

Q. BY MR. WRIGHT: Is it Molenda? Mr. Molenda?

A. Yes, it is.

Q. Okay. Mr. Molenda, hi, my name is Steve Wright. We've never met before. I represent the Respondent. I'm just going to try to ask you some questions about some of the work you did, okay?

A. Yes.

Q. Can you find the Amended Fourth Amended Compliance Specification? It's GC-1(qq). And if you could turn to page 31. It's your Schedule E.

A. Yes.

Q. Let me make sure I have this correct. The only difference between Schedule D and Schedule E is that Schedule D has the net back pay calculated, and Schedule E reduces the net back pay that would be owed by the 7,461 of 401(k) contribution; is that correct?

A. By the 5 percent of gross back pay, yes.

Q. Which is 7,461, correct?

1 A. Without looking, that number does sound correct.

2 Q. Okay. Now, the same page, the page 31 of Schedule E, I
3 want to go through the columns to make sure we understand
4 this, okay?

5 A. Okay.

6 Q. The year and the quarter is just what it means, right?
7 This is the first quarter of 2013 or the second quarter of
8 2013, correct?

9 A. Correct.

10 Q. The week end is the week ending for the payroll
11 purposes; is that right? So when you look at a payroll, you
12 know what week ends so you can put it in there; is that
13 right?

14 A. Right.

15 Q. And we're going to look at some payroll in a minute, but
16 I --

17 A. I think your payroll dates, your payroll date end I
18 think is a day before our week end dates, if I recall.

19 Q. And then from the payroll you were able to determine the
20 regular and the overtime hours; is that right?

21 A. That's correct.

22 Q. And those regular and overtime hours are for the
23 comparable employees Mr. Smith and Mr. Forsyth, and you sort
24 of averaged them; is that fair?

25 A. Yes, I averaged them. I added up Smith's hours and

1 Forsyth's hours and divided by 2.

2 Q. Actually though, you divided by 4, didn't you? And the
3 reason you had to divide by 4 is because for their hours,
4 they're paid every 2 weeks, right? Smith and Forsyth were
5 paid every 2 weeks, right?

6 A. What -- yes, but I didn't divide by 4. What I did is I
7 took the hours for a biweekly period, I took the hours for
8 each of them, divided that by two, and attributed that to
9 figure out what each of them would have per week, then added
10 up the week and divided by 2. So if I had added the total
11 number and then divided by 4, it would be the same end
12 result.

13 Q. But the point is, Smith and Forsyth were paid biweekly,
14 but you did your calculations to try and -- you basically did
15 a math calculation to divide each of their hours in half,
16 right? Half one week, half the other week of the biweekly,
17 correct?

18 A. That's correct.

19 Q. The hourly rate you use was not the hourly rate paid to
20 Smith and Forsyth, correct?

21 A. That's correct

22 Q. All right. That is the hourly rate that would be
23 reflected for the most part in the labor agreements if
24 Mr. Hershey were still employed; is that right?

25 A. That's correct.

1 Q. And the reason is you didn't use Smith and Forsyth is
2 because Smith and Forsyth were in a different, you know, pay
3 scale under the labor agreement than Mr. Hershey, correct?

4 A. That is correct.

5 Q. Then the quarter interim earnings, what significance is
6 the word "quarter" in quarter interim earnings?

7 A. Quarter means by the quarter.

8 Q. So this is reflecting the interim earnings that
9 Mr. Hershey had for each of these weeks; that's the quarterly
10 interim earnings column?

11 A. Well, it's -- yes. Well, the title that's Quarter, it's
12 actually the weekly interim earnings, and then they are
13 tallied up at the end of the quarter.

14 Q. So because you were determining net back pay on a
15 quarterly basis, correct?

16 A. That is correct.

17 Q. Except it's true, isn't it, that when you calculated
18 overtime, you calculated overtime on a weekly basis, correct?

19 A. What you're calling overtime, it's not exactly overtime.
20 What we did, on a weekly basis, we took the number of hours
21 that were available to the comparables, and that was the
22 number of hours that we gave him for interim earnings. So we
23 didn't disadvantage him, because let's say without even
24 factoring in overtime, let's say he worked 40 hours in a week
25 at his interim employer, but there were only 30 hours that

1 week available at the Respondent to the comparables, then
2 according to the manual we should adjust his interim earnings
3 down and only charge for interim earnings 30 hours at
4 whatever wage rate his interim employer gave him.

5 Q. So what you're saying is, let's make sure we understand
6 this, in Week 1, if Mr. Hershey worked 40 overtime hours and
7 the comparables work 25, okay, there would be -- would there
8 be an adjustment or not to Mr. Hershey's overtime pay in that
9 time period?

10 A. Yes.

11 Q. You would reduce his interim employment by the extra
12 hours that he worked in overtime; is that what you're saying?

13 A. We would only calculate the number of hours that were
14 available to the comparable employees, that's -- and then we
15 would take the wage rate at the interim employer to figure
16 out his interim earnings.

17 Q. So let's make sure -- I want to make sure we're clear
18 here because I'm not sure that it is. In Week 1, if the
19 comparables worked 25 hours of overtime, and Mr. Hershey
20 worked 40 hours of overtime, for that week you would reduce
21 Mr. Hershey's interim earnings by some calculation to try to
22 equate if he had only worked 25 hours at his interim
23 employment, correct?

24 A. It wouldn't be by some calculation. It's -- we would
25 do -- we would give him 25 hours. And it doesn't matter if

1 it's overtime or regular time, but we would give him -- if
2 only 25 hours was available to the comparables, then only, we
3 would only charge him for 25 hours at his interim employer.

4 Q. So there would be a calculation done that would reduce
5 his interim employment for that week, correct?

6 A. I don't know what -- I guess I'm getting hung up on the
7 word "calculation." It's not a calculation. It's we take
8 that number of hours that was available, and that's the
9 number of hours that we use into the calculation to figure
10 out his interim earnings.

11 Q. In my scenario, we're in Week 1, in Week 1 you calculate
12 the comparable worked 25 overtime hours, and Mr. Hershey
13 worked 40. If Mr. Hershey's paycheck was \$1,400, you'd agree
14 with me that what you would put for interim earnings would be
15 something less than \$1,400 correct?

16 A. Yes.

17 Q. Okay, now, hear me out. The second week you also have
18 the comparable worked 25 hours of overtime, and Mr. Hershey
19 worked 10. In that case, okay, what would you do to
20 Mr. Hershey's interim hours?

21 A. Is there an example in here of where that happened?

22 Q. Oh, we'll get there.

23 A. Okay.

24 Q. I'm just asking to see if you can answer my question
25 first --

1 A. Okay.

2 Q. -- on a general scope of what you did. Week 2, 25 hours
3 for comparable, 10 hours for Mr. Hershey; in that case what
4 would you do to the interim employment --

5 A. Well, hypothetically, and if this was from one of his
6 interim employers where he was paid weekly, not one of his
7 interim employers where he was paid biweekly, then you would
8 look at the -- if 25 hours was available to the comparables,
9 and he only worked 10 hours, he would only, for the interim
10 earnings we would take 10 hours and multiply that by his wage
11 rate at his interim employer, and then we would subtract that
12 from what his back pay would have been, which would be 25
13 hours times his wage rate at the Respondent.

14 Q. So Mr. Hershey's interim earnings would be reduced in
15 the first week when it was 25 and 40, and it wouldn't be
16 impacted when the comparable worked more; you'd just put his
17 whole interim earnings, correct?

18 A. That is correct.

19 Q. So, in the 2-week period -- well, the comparables. When
20 you use the comparables, they were paid biweekly. The way
21 you determined their overtime is you just divided it in half,
22 right?

23 If it was Smith and Forsyth had 50 for the 2-week period
24 after you did your calculations to just get him down to one,
25 you'd do 25 and 25, right?

1 A. Unless -- in most circumstances, yes. If there was a
2 situation where let's say there was a holiday week, and we
3 could see, let's say it's at 72 hours regular time, 8 hours
4 holiday, and we knew what week the holiday went into, then we
5 would put 32 hours -- we would put 32 hours in that week, and
6 8 holiday hours in that week, and we'd put 40 in the other
7 week. But maybe it was a situation where he worked 90, you
8 know, where he worked more hours and we could tell what
9 specific week it went into, we would put in the specific
10 week. But most instances we had to just divide it by 2
11 because there was no way to tell which hours they worked in
12 one week versus the other week.

13 Q. Then you would agree with me in my scenario where I said
14 the comparables worked 50 hours in 2 weeks, you don't know
15 what weeks those are, but with Mr. Hershey you knew it was 40
16 and 10; he worked the same 50 hours of overtime as the
17 comparables did, but you reduced his interim earnings by 15
18 hours of overtime because you did it by week and not by
19 either a pay period or by a quarter. Isn't that fair?

20 A. In some instances Mr. Hershey -- one of his interim
21 employers paid biweekly. Not all of his interim employers
22 paid weekly. So if you're talking in an instance where he
23 was paid weekly and where he was paid biweekly, and if that
24 scenario did, if your hypothetical did actually occur, that
25 is a possibility.

1 MR. WRIGHT: Now that we have how it was supposed to
2 work -- Your Honor, may I approach?

3 THE WITNESS: Okay.

4 MR. WRIGHT: Your Honor, I handed the witness two
5 things; one is Spreadsheet Number 1, which was attached to
6 our Response to the Fourth Amended Complaint. It's GC-1(oo).
7 I pulled -- instead of using the whole, big document I pulled
8 out Spreadsheet 1. The second document is pay records for
9 Michael Hershey. These are parts of R-3 and R-4, but they
10 cover two different employers because they cover an entire
11 quarter of pay.

12 JUDGE SORG-GRAVES: Okay, I'm sorry. And I see the
13 spreadsheet. And in Mr. Hershey's pay stubs, records here --

14 MR. WRIGHT: Yes. This is --

15 JUDGE SORG-GRAVES: If -- that's Respondent Exhibit?

16 MR. WRIGHT: Three and four. Because it's two different
17 employers. These are his interim employment, and each
18 interim employment is marked separately; the pay records for
19 each interim employer is marked separately. So this is part
20 of 3 and part of 4, but instead of using the big volumes, I
21 just pulled out a specific quarter.

22 JUDGE SORG-GRAVES: Okay, I'm just trying to see if
23 there's a way that I can reference which page is in that
24 bigger exhibit that these are.

25 MR. WRIGHT: These are the first pages; these are all

1 the pages of R-3 and the first pages of R-4.

2 MR. NICK: That's not --

3 MR. WRIGHT: The compensate the -- going to the first
4 quarter.

5 JUDGE SORG-GRAVES: Okay.

6 MR. NICK: It might be helpful if you notate which
7 exhibit because I don't see R-3 and R-4 marked on here.

8 MR. WRIGHT: No, I didn't mark them on there. Again, I
9 pulled these out. We can use R-3 and R-4. I just thought we
10 would use these to make it easier. Do you have any
11 objection?

12 MR. NICK: I don't have any objection. I don't know if
13 the Judge is satisfied with that. If she is, then that's
14 fine.

15 MR. WRIGHT: So, for example, Your Honor, if you turn to
16 the second page of R-3.

17 JUDGE SORG-GRAVES: I see. Okay.

18 MR. WRIGHT: And then R-4, the same thing. If you start
19 turning to the second page, you'll see that'll be the
20 continuation. I didn't copy the W-2s. I didn't copy all
21 the -- those.

22 May I continue, Your Honor?

23 JUDGE SORG-GRAVES: Yes, go ahead.

24 Q. BY MR. WRIGHT: Mr. Hershey --

25 A. Mr. Molenda.

1 Q. I'm sorry. Mr. Molenda.

2 A. Yes.

3 Q. Thank you, Mr. Molenda.

4 You've seen Spreadsheet 1 before, correct?

5 A. Yes, I have.

6 Q. Did you actually spend some time reviewing it?

7 A. You know, I just reviewed it now. I have reviewed parts
8 of it, but -- I've reviewed parts before, and I just reviewed
9 the first page now and --

10 Q. If you can turn to the second page of Spreadsheet 1?

11 A. Yes.

12 Q. Without looking, do you know whether by year, quarter,
13 week end, regular hours, overtime hours, hourly rate, and
14 gross back pay columns match your Schedule D and/or E?

15 A. What do you mean? You mean the numbers in the columns
16 or just the column headings?

17 Q. The numbers in the columns.

18 A. No, they don't match.

19 Q. Okay, if you could pull your Schedule D for that second
20 quarter of 2013, starting 4/6?

21 A. Okay.

22 Q. Do you understand what I'm saying?

23 A. Yes.

24 Q. So in your Schedule D on page 31 you have 36.5 hours,
25 10.5 overtime hours, 13.3 rate, and you have 695 and I have

1 694.93.

2 A. Right, oh that -- oh, that does match.

3 Q. All of that matches, right?

4 A. That's correct.

5 Q. So my Spreadsheet 1, if you go down to the bottom of
6 that specific page, 2013 to total, where I have 513.88,
7 279.41, 12,408, that comes right from your Schedule D,
8 correct?

9 A. You know, my -- the way my Schedule D is, it doesn't
10 total the regular hours, it doesn't total the overtime hours,
11 but the 12,408 number is identical to what's on my
12 Schedule D.

13 Q. Do you want to take a minute to check and see whether in
14 the second quarter of 2013 my columns are correct? Do you
15 want to add up -- because I don't want to go on if --

16 A. I mean the key number, the gross back pay number, the
17 12,408, that is correct. I don't know the relevancy of the
18 regular hours and the overtime hours.

19 Q. I just want to know if you think they're correct or not.

20 A. I'd have to have a calculator and add them up. I would
21 assume, if the gross back pay number is the same, I would
22 assume those are correct, but without adding it up, I can't
23 tell you.

24 Q. Okay, fair enough.

25 Okay, so now I've handed you the second packet, which is

1 part of R-3 and R-4, Mr. Hershey's interim employment
2 payroll. And you've seen those documents before, right?

3 A. Yes, I have.

4 Q. Because you needed those documents in order to create
5 your spreadsheet?

6 A. That's correct.

7 Q. Can you do me a favor? Can you go through that payroll
8 and confirm for me that the numbers on my Spreadsheet 1, for
9 quarter interim earnings, Hershey regular hours and Hershey
10 OT hours actually reflect what's on the payroll?

11 A. So you want me to go week by week.

12 Q. Week by week, yes.

13 A. And look at -- okay, so 4/6 you have 501.25. The
14 payroll records have \$501.25.

15 Q. Can you check the hours, and you don't have to do this
16 orally, if you want, can you also check the hours? The
17 501.25 had 40 regular hours and 6.75 overtime hours, correct?

18 A. Okay. Yes, you have 40 and you have 6.75 for the week
19 ending 4/6, and you have a total of 501.25, which is what the
20 payroll record shows for the week ending 4/6.

21 Let's see. Period ending 4/12 on his payroll record
22 which is week ending 4/13, let's see, we have 215 here. 215
23 is what it shows on the payroll records.

24 Q. And sir --

25 A. The number of hours -- yes?

1 Q. No, go ahead. Finish that.

2 A. Number of hours, 21½ regular hours, zero overtime hours;
3 matches up with the payroll records and the -- and your
4 spreadsheet.

5 Do you want me to continue every week?

6 Q. I want you to do the entire quarter, sir, yes.

7 A. Okay. For the week ending 4/19, which is 4/20 on your
8 spreadsheet, you have \$255. His check stub shows 255. It
9 shows -- let's see, 21½ -- no, I'm sorry -- 25.5 regular
10 hours. The check shows 25.5 regular hours, zero overtime
11 hours.

12 For 4/27 --

13 Q. That is actually a week where he worked for two
14 different employers, correct?

15 A. I haven't look at it yet; I can't tell you.

16 Q. Okay.

17 A. For 4/27 we have a check that shows 10.75 hours for
18 107.50. And then it says also for ending 4/26 we have a
19 check for 30.75 hours for 522.75. You have some math here
20 where you have 522.75 plus 107.50 equals 630.25, which is
21 what it does equal. And then you have on your spreadsheet
22 630.25 at 41½ regular hours, which would be the 30.75 from
23 the one employer and the 10.75 from the other employer.

24 Then for the week ending 5/3, the payroll records show
25 40 hours, and you show for week ending 5/4 you show 40 hours,

1 and you have 28.5 overtime hours -- okay. And that's -- it
2 doesn't show the overtime hours on his pay stub. It has a
3 dollar amount. We'd have to divide it by his pay rate to
4 figure out the number of hours, but the total here is
5 1,406.75, which is what you have. I --

6 Q. Sir, do you see next to the 40 in where it says totals
7 it says 28.5?

8 A. Oh, at the bottom here on totals, yes. So that's where
9 you get your 28 --

10 Q. Right here, right? Not in the bottom, just right here
11 it says 28.5 of overtime?

12 A. The totals?

13 Q. Yes.

14 A. The bottom --

15 Q. The totals, right?

16 A. Right. Not up here, but down here.

17 Q. Yes.

18 A. Yes, 28.5. And you had 40 and 28.5 for the week ending
19 5/4, and this is a stub for 5/3. So the same thing.

20 For the period ending 5/10 you have 1,515.13. You have
21 40 regular hours --

22 MR. NICK: Your Honor?

23 THE WITNESS: -- 32.7.

24 MR. NICK: And I, and correct me if I'm wrong, but I
25 think what you want to show is that Mr. Hershey made more

1 money than what we indicate in our spreadsheet as you
2 indicated in your answer, and I had no objections to putting
3 the payroll records into the, you know, for each week; I have
4 no objection, and I think they've already been entered. So I
5 don't know whether we need to go through every week because
6 there's a substantial number of weeks where we reduced his
7 pay, admittedly so, to comport with the Compliance
8 Specifications.

9 MR. WRIGHT: I'm only going to go through this quarter.
10 I would not take us through all of this. I'm going to go
11 through this one quarter as an example.

12 JUDGE SORG-GRAVES: Okay.

13 MR. WRIGHT: And I'm not going to go through every
14 quarter, Your Honor.

15 JUDGE SORG-GRAVES: Well, I mean I sort of agree with
16 Mr. Nick. I can read this. I can see, especially since your
17 exhibit is highlighted, the ones where you're saying here
18 there's a specific difference.

19 MR. WRIGHT: Right.

20 JUDGE SORG-GRAVES: And I see where you're pointing out
21 in the documents that that's occurring. So I guess then my
22 question is why? Okay, because obviously the documents do
23 show there is a difference between those.

24 Q. BY MR. WRIGHT: Well, let's assume for a moment that if
25 you finish that calculation, okay, we're just going to assume

1 that you get to the 12,847.02, 488.5 hours, and 207.75 hours,
2 which is on that Spreadsheet 1, that corner of --

3 A. Okay.

4 Q. Are you with me?

5 A. Yes.

6 Q. And so far everything that we have done so far has
7 matched the spreadsheet, correct?

8 A. Correct.

9 Q. Now, if that is correct, in this quarter Mr. Hershey's
10 interim earnings were greater than what he would have, the
11 gross pay he would have paid if he'd have stayed at the
12 employer, right?

13 A. Yes, based on your numbers, they are greater in this
14 quarter.

15 Q. Right. And my numbers are the actual pay that he
16 received, correct?

17 A. Your numbers being based on these payroll records, yes.

18 Q. Yes. Okay. So, now, let me have this question: You'd
19 agree with me Mr. Hershey made more money; you would also
20 agree with me that Mr. Hershey looks like he worked about
21 25.3 hours less in regular time than the comparables, right?

22 The comparables worked 513.88, Hershey worked 488.5. Do
23 you see that?

24 A. Yes.

25 Q. So he worked 25 less regular hours --

1 A. That's correct.

2 Q. -- roughly, correct?

3 A. Roughly, yes.

4 Q. And if you look at the overtime hours, the comparables
5 worked 279.41, and Mr. Hershey worked 207.75, right?

6 A. Yes.

7 Q. So Mr. Hershey worked about 71 less overtime hours,
8 correct?

9 A. Correct.

10 Q. Summing it up, Mr. Hershey, between overtime and regular
11 time, worked 96 hours less than the comparables yet was
12 actually paid more money by his interim employer, correct?

13 A. Yes.

14 Q. Now, if we can turn back to your Schedule D. And let's
15 turn to that same quarter in Schedule D, which I think is
16 page 31. Are you with me?

17 A. Yes, I am.

18 Q. Okay. Now, as the Judge pointed out, and I think you
19 had previously pointed out, my Spreadsheet 1 for that quarter
20 highlights 1,406.75. In my spreadsheet. The first thing we
21 highlight is 1,406 --

22 A. Yes.

23 Q. Okay. And you understand the reason we highlighted it
24 is when there was any difference between what we thought
25 between the pay records and your spreadsheet?

1 A. That's correct.

2 Q. So the 680 that you have for 5/4, Mr. Hershey actually
3 made \$1,406.75 that quarter, correct?

4 A. That week.

5 Q. That week, yes.

6 A. That's correct.

7 Q. Okay. And you have 680 here, correct?

8 A. That's correct.

9 Q. And is the reason you have 680 because of the issue we
10 talked about earlier, the calculation you did based on the
11 weekly, the weekly computation of overtime?

12 A. Yes, based on guidance in the Compliance Handling
13 Manual; that's why it was done that way.

14 Q. Now, if you look at your Schedule D for 5/4?

15 A. Yes.

16 Q. You have the comparable making 28.38 hours of overtime,
17 correct?

18 A. That's correct.

19 Q. And in the next week you have them making 28.88 hours of
20 overtime; is that correct?

21 A. That's correct.

22 Q. Basically what you did for that pay period for those 2
23 weeks is you divided it and then rounded where you needed to,
24 right?

25 To get 28.38 and 28.88, you had to take biweekly payroll

1 and basically just split them into two different weeks,
2 right?

3 A. Yes. There was division. There was no rounding, but
4 there was -- yes, it was divided.

5 Q. And for all you know, all of that overtime could have
6 been worked in one of those two weeks, correct?

7 A. It could be. I don't know if it's reasonable to think
8 someone worked 56 hours of overtime as a truck driver.

9 Q. But you used the word guesstimate. All you did --

10 A. Oh, I didn't say guesstimate.

11 Q. No, not with respect to this; with respect to something
12 else. All you did in determination of the biweekly pay is
13 you split the overtime for the comparables half one week,
14 half another week for the most part, right? That's what you
15 did?

16 A. That is what we did, yes.

17 Q. Right. And then Mr. Hershey, who was paid every week,
18 you compared his weekly versus what you had calculated is the
19 weekly overtime, right?

20 A. For the interim employers that paid him weekly, yes.
21 For the interim employers that paid him biweekly, we had to
22 do the same thing that we did for the Respondent's payroll
23 records.

24 Q. Right, but you don't -- but it is, it's just an
25 assumption that you split the overtime into two. Do you know

1 for certain how much overtime was worked one week versus the
2 other; is that right?

3 A. We did not have records that showed us the exact
4 amounts, no.

5 Q. So when you're done with your calculation, if you turn
6 to page 32 of Schedule D, you have that Mr. Hershey's net
7 back pay award from your Schedule D, which is page 32 of the
8 Amended Fourth Amended Compliance Spec, you had that
9 Mr. Hershey is entitled to a back pay aware of \$861.

10 A. Oh, just for that quarter, yes.

11 Q. Just for that quarter?

12 A. Yes.

13 Q. So I want to be clear, though Mr. Hershey made more
14 money, worked 95 hours less, you've calculated a \$861 net
15 back pay award to him; is that right?

16 A. That is correct.

17 Q. All of your, the documents you have, Schedule D and E --
18 Mr. Molenda?

19 A. Yes?

20 Q. The documents you have, Schedule D and E, these are all
21 on computerized spreadsheets, correct?

22 A. That's correct.

23 Q. So if the Judge told us to make some different
24 assumption than you've made, you would be able to quickly
25 revise your spreadsheet to do that, correct?

1 A. I could revise it. How quickly would depend on what
2 kind of change was needing to be made, but yes, it can be
3 revised.

4 Q. If you turn to my spreadsheet, page 1, and first of all
5 with respect to this spreadsheet, did you review, when it was
6 provided as part of the answer to the Fourth Amended
7 Compliance Spec, did you review where I highlighted and said
8 there were differences?

9 A. Yes, I did.

10 Q. Did you note any discrepancies in my Spreadsheet 1 from
11 the actual payrolls?

12 A. No.

13 Q. All right, the next thing is -- the next thing I want to
14 do, in your schedule -- well, let's do this, just so we can
15 do it. And I'm sure we've done it. If you turn to
16 Schedule D?

17 A. Yes.

18 Q. Page 41.

19 A. Okay.

20 Q. That 19,144?

21 A. Yes.

22 Q. That's the net back pay number on page 53 of Exhibit
23 GC-1(qq) which is the Amended Fourth Amended Compliance Spec,
24 that \$19,144, that's the net back pay without impacting it
25 with the 401(k); is that correct?

1 A. That's correct.

2 Q. Okay. And if you look at Schedule E, page 53, that
3 total of 11,683 on page 53?

4 A. Yes.

5 Q. That 11,683 is basically taking the 19,144 --

6 A. Uh-huh.

7 Q. -- for page 41 and subtracting it by what you believed
8 his 5 percent 401(k) contribution would be of 7,461; is that
9 right?

10 A. Correct.

11 Q. And that's really the only difference in D and E,
12 correct?

13 A. Yes, that's correct.

14 Q. Mr. Hershey, for the -- I'm sorry. Mr. Molenda, for the
15 record, I have handed you what is Spreadsheet Number 2, which
16 was also attached to the Respondent's Response to the Fourth
17 Amended Compliance Spec, GC-1(oo).

18 A. Yes.

19 Q. Have you seen this one before?

20 A. I mean, it looks essentially the same as the other
21 spreadsheet. I probably have --

22 Q. This is the one you referenced earlier when I said we
23 highlighted the differences in pay rates, and you seemed like
24 you knew that we had done that.

25 MR. NICK: Those were totally different spreadsheets, so

1 I don't know whether --

2 MR. WRIGHT: No, I'm -- we'll ask him.

3 JUDGE SORG-GRAVES: I'm confused. What are you --

4 MR. WRIGHT: Spreadsheet 2 attached to our Response --

5 JUDGE SORG-GRAVES: To your fourth -- your answer to the
6 Fourth Amended?

7 MR. WRIGHT: Yes.

8 JUDGE SORG-GRAVES: Okay.

9 MR. WRIGHT: It's Spreadsheet 2 to our Response to the
10 answer to the Fourth Amended Complaint. Instead of using the
11 whole document, we just pulled out Spreadsheet 2.

12 Q. BY MR. WRIGHT: And so if you look at, for example, page
13 3 of Spreadsheet 2, you'll see that we've highlighted 15.75
14 for the week of 5/17 and 5/24.

15 A. Oh, okay. No, I have seen this. Okay, so I see the
16 distinction between 1 and 2. In 1 you used the wage rates
17 that we used, and 2 you used the contractual wage rates
18 without adjusting for the asserted prevailing wages.

19 Q. You said that better than I could; exactly right. In 1
20 we dealt with the actual pay and used quarterly for overtime
21 back pay to calculate it. This one we've now also corrected,
22 you're right, for the pay rates that we believe you put in
23 your spreadsheets in error. And the first one you'll see are
24 5/7 and 5/24.

25 A. 5/17 and 5/24.

1 Q. 5/17 and 5/14.

2 A. Yes.

3 Q. And if you compare that with your Schedule D, which is
4 on page 34 of the Fourth Amended Compliance Spec, you used
5 15.94?

6 A. That's correct.

7 Q. And you're telling us the reason you used 15.94 is
8 because one of the two comparables had an adjustment in their
9 pay rate for a prevailing wage job they worked on?

10 A. Yes, I believe it was Smith. Yes.

11 Q. What job, what prevailing wage job did Smith work on
12 those 2 weeks?

13 A. I don't know. I base it on looking at his payroll
14 records and what his wage rates were on his payroll records.

15 Q. Did you inquire as to anyone as to what the prevailing
16 wage job you thought he worked on was?

17 A. I personally did not.

18 Q. Did you explore whether there was any other possibility
19 for him getting a little higher wage, Smith getting a little
20 higher wage in that time period?

21 A. I personally did not.

22 Q. You just, when you did your calculation, it was a higher
23 rate, you assumed it had to be a prevailing wage job, so you
24 input it in here; is that fair?

25 A. Based on the information we had, that is what was

1 presumed, correct.

2 Q. Right. But the information you had did not include a
3 prevailing wage job, any notes that there was a prevailing
4 wage job, any notes that Mr. Smith was on a prevailing wage
5 job. You didn't have any of that, correct?

6 You're just making the assumption the higher wage was
7 for a prevailing wage job, correct?

8 A. Yes, we assumed that's what the higher wage was for. We
9 saw that there was a higher wage for certain hours given to a
10 comparable, so we tried to compensate the Charging Party as
11 if he would have had the same opportunity.

12 Q. What's your understanding of what the prevailing wage
13 law is in Michigan?

14 A. I don't have a clear understanding of the prevailing
15 wage law in Michigan.

16 Q. Okay.

17 A. I know that in some instances there are certain set
18 wages that have to be paid, but beyond that, my knowledge is
19 limited.

20 Q. Do you understand prevailing wage is intended to make
21 sure that non-union workers are paid close to union wages,
22 and so therefore, for public projects it equates non-union,
23 union work? Were you aware of that or not?

24 A. I have no knowledge related to that.

25 Q. What if I told you that those pay increases -- or that

1 Smith got a bump up in pay whenever he had to train other
2 employees because he was a pretty senior guy, so when he had
3 to train other employees, all right, in that case
4 Mr. Hershey, who had less seniority, he would not be entitled
5 to a training wage because he didn't train anyone, right?

6 A. There was no designation on the payroll records saying
7 that it was for training employees.

8 Q. And there was also no designation on the payroll that
9 said it was for prevailing wage, correct?

10 A. Correct, there was no designation as to why the increase
11 was.

12 Q. And you just assumed it was prevailing wage, correct?

13 A. Based on information given to us by the Charging Party,
14 that's what we were -- what we thought it was.

15 MR. WRIGHT: Your Honor, for the record, I've handed
16 Mr. Molenda a three-page document to try to speed things up.
17 The first page comes from GC-1(ii), which is his Schedule E
18 of the Fourth Amended Compliance Spec. The second page is a
19 page from the payroll records of Ronnie Smith, which is R-1
20 for the -- and then page 3 of this handout for Gary Smith is
21 that same week, which would then be R-2.

22 Q. BY MR. WRIGHT: And what's ever easier for you,
23 Mr. Molenda, whether you want to look at Schedule E of the
24 Amended Compliance Spec or what I have, do you see where, in
25 the fourth quarter of 2014, do you see that?

1 A. Okay.

2 Q. And you'd agree with me that the contract rate that
3 Mr. Hershey would have been receiving under the labor
4 agreement for that fourth quarter, had he have been still
5 employed, would be \$16.25?

6 A. Well, that sounds correct without consulting the
7 contract.

8 Q. Well, this is your Schedule E. If you'd look
9 underneath, 16.25, you see, if you look at that first page,
10 do you see where on your Schedule E it starts 18.15, 18.15?

11 A. And then it goes down to 16.25.

12 Q. 16.25.

13 A. Yeah, that is the contractual rate that I think went
14 into effect sometime in July, yes.

15 Q. Right. So, and the Judge actually referenced this page,
16 I think it's page 36 of Schedule D, but so for that pay
17 period, the 10/4/2014 --

18 A. Yes.

19 Q. -- instead of 16.25 you used 18.15 as the pay rate,
20 correct?

21 A. Yes.

22 Q. And you used 18.15 for the second week, right? The
23 10/11/2014 week, right?

24 A. Yes, that's correct.

25 Q. And is the reason those are the same is because whatever

1 you had to do for this extra pay rate, it was done biweekly
2 and you had to divide it by week?

3 A. Yeah, that would be correct.

4 Q. So then the next two, 17.29 and 17.29, again, you did
5 not use the contractual rate because of some difference in
6 Smith's pay; is that right?

7 A. That is correct.

8 Q. And finally, you used 16.41 and 16.41 instead of 16.25
9 in the 11/1 and the 11/8/2014 weeks, correct?

10 A. That's correct.

11 Q. Could you look at page 2 of the handout, which is R-1?

12 A. Yes.

13 Q. The Ronnie Smith payroll for the check dates 10/3
14 through 11/28 of '14?

15 A. Right. Now, 10/3 would be for a prior pay period. That
16 wouldn't be -- the 10/17 would cover the periods ending,
17 would cover the 10/4 and 10/11, correct?

18 Q. I -- it's your spreadsheet, but --

19 A. Well, no, these are your --

20 Q. The way I -- no, this --

21 A. You provided for 10/3, but it would really be the 10/17
22 that we want to look at, correct?

23 Q. Okay, if that's what you're suggesting, that's fine.

24 A. Well, I'm -- I guess where is the period ending --
25 sorry, this is such a small font. Does it show the period

1 ending dates for these?

2 Q. These are just the check dates.

3 A. Right.

4 Q. Well, when you did this payroll -- let me ask you a

5 question: you used Ronnie Smith's payroll and helped

6 calculating the comparables, correct?

7 A. That is correct.

8 Q. Okay, so this, the first one, the 10/3, okay, where

9 would -- that would actually, his 10/3 payroll would show up
10 not on the -- where would that show up?

11 A. You know, I'd have to look at the spreadsheets and have
12 to look at everything. This is --

13 Q. Do you think that the 10/4 and the 10/11 numbers relate
14 to the 10/17 paycheck?

15 A. I'd have to have a calculator. I'd have to divide it
16 all out to tell you, or I'd have to look at the notes that I
17 took when I did my calculations.

18 Q. So as you sit here now, you're not sure what weeks go
19 for what with your --

20 A. I'm just saying I'd have to have a calculator. I'd have
21 to add it up since these records don't -- my recollection is
22 that 10/17 -- that 10/17 would be for 10/4 and 10/11 is what
23 I recall.

24 Q. Right, so the 10/17 relates to the 10/4 and the 10/11?

25 A. That's my recollection, yes.

1 Q. And the reason 10/4 and 10/11 had 18.15 as the hourly
2 rate is because for some of these hours Mr. Smith was paid
3 18.75, not 16.75, correct?

4 A. Yeah, that would have been -- yes.

5 Q. So for 10/17 -- and let's make sure we're clear here.
6 While Mr. Smith's pay rate, labor contractual pay rate was
7 16.75, he was in a different class than Mr. Hershey.
8 Mr. Hershey's would have been 16.25?

9 A. That's correct, yes.

10 Q. So instead of being paid 16.75 for this period,
11 Mr. Smith was paid 18.75, \$2 an hour more?

12 A. Yes, for a set number of hours, yes.

13 Q. And so when you did your calculation, it came up to
14 \$18.15 should be the pay rate for the comparables, correct?

15 A. That's correct.

16 Q. And so on this page 2, which is R-1, which is
17 Mr. Hershey's -- Mr. Smith's payroll, there were a few weeks
18 where he was paid \$2 more an hour for some of his hours,
19 correct?

20 A. Yes.

21 Q. And you've attributed that to work on a prevailing wage
22 job, correct?

23 A. I mean, that was our assumption what it was. You know,
24 we just attributed to he was getting a higher wage rate for
25 certain hours so the Charging Party also would be due that,

1 but we assumed prevailing wage.

2 Q. You had me at "That was our assumption."

3 A. Okay.

4 Q. So let me ask this question. If Mr. Laming testifies
5 that Mr. Smith trained employees and he was given somewhere
6 between a 1.50 and 2 dollar an hour bump when he had to train
7 people, would you have any reason whatsoever, any knowledge
8 whatsoever to dispute that?

9 A. I have no personal knowledge of why he was given
10 whatever wage rate he was given, so I wouldn't personally be
11 able to refute it.

12 Q. Did you ever discuss the issue of a training wage when
13 you were training people with Mr. Hershey?

14 A. I had no conversations on that issue, no.

15 Q. You said you, in the sheets that were incorrect in the
16 Fourth Amended Compliance Spec that we fixed, you said that
17 you had run those because we had objected to the pay rates to
18 see what the pay rate difference, what this really amounted
19 to, right?

20 By that I mean if you ran your spreadsheets but used the
21 contractual pay rates, you actually did that analysis, didn't
22 you?

23 A. I did. I did miss those 2 weeks of 5/17 and 5/24 where
24 I think I gave him an extra 19 cents an hour for there, but
25 otherwise I cleaned all the other ones up, put in the

1 contractual wage rates to see what the difference would be
2 just so we would have an idea of, you know, how nominal a
3 difference it is or isn't.

4 Q. And what'd you come up with?

5 A. Off the top of my head, I want to say it was around a
6 \$1,600 differential.

7 Q. Okay. Could you turn to the first page of Spreadsheet 1
8 for me?

9 A. Yes.

10 Q. And turn to the first page of Spreadsheet 2 for me?

11 A. Yes.

12 Q. Spreadsheet 2 says, at the bottom and highlighted on the
13 first page, Hershey worked 1,130 more hours yet made 3,631.13
14 more. Do you see that? I'm not --

15 A. This isn't done quarterly; this is just done from
16 through the entire running period?

17 Q. Yes.

18 A. Okay. Because quarterly it looks like he earned a lot
19 less.

20 Q. But do you see the 3,631.13?

21 A. Yes.

22 Q. And do you see the 2,224.77 on Spreadsheet 1?

23 A. Yes.

24 Q. If the only difference between the spreadsheets is the
25 pay rate, would it surprise you at all that the difference

1 that the pay rate adjustment makes is about \$1,400? Is that
2 sort of consistent with what you came up with?

3 A. That's consistent. Like I said, I was thinking a couple
4 hundred more, and so that's very -- that's consistent,
5 especially -- I'm guessing, so that's consistent.

6 Q. I want to turn to your choice of comparables.

7 A. Okay.

8 Q. I want to talk about the choice of comparables. You
9 suggested -- do you have GC-2 in front of you still, sir?

10 A. Yeah, I'm sure I do.

11 Q. It's the email with the hire dates.

12 A. I was grabbing back and forth. Yeah, I've got that.

13 Q. Now, the person that was hired, the driver that was
14 hired immediately preceding or immediately before Mr. Hershey
15 was Kevin Moore; is that right?

16 A. Kevin Moore Sr., correct.

17 Q. And they were hired roughly within 2 months of each
18 other, correct?

19 A. About 3 weeks, yes.

20 Q. They also --

21 A. Oh, I'm sorry. Yeah, about 2 months.

22 Q. And you had mentioned Mr. Roby. Mr. Roby didn't drive a
23 quad like Mr. Moore did, right?

24 A. That is my understanding.

25 Q. All right. So Moore and Hershey were hired within 2

1 months of each other, drove the same truck, same type of
2 truck, right?

3 A. That's correct.

4 Q. And for most of the period of time would have been in
5 the same pay scale on the, in the labor agreements, right?

6 A. Yes.

7 Q. And you instead used Mr. Smith and Mr. Forsyth, who were
8 a year, had over a year seniority and so would always be in
9 the different class under the labor agreement than Mr. Moore
10 and Mr. Hershey, correct?

11 A. We used them for their hours, not for their wage rates.

12 Q. Oh, I understand that.

13 A. Okay. Yeah.

14 Q. What you basically just said is because you used Smith
15 and Forsyth, you couldn't use their wage rate, so you
16 actually had to use the wage rates in the contract because
17 Hershey's was a different wage rate, right?

18 A. It was more reasonable to use Hershey's actual wage
19 rates, yes.

20 Q. Because Smith and Moore's wage rates were higher because
21 they were in a different part under the contract, right?

22 A. Yes, they were a year ahead of him.

23 Q. Moore's was not, however. Moore's pay rate was -- Moore
24 being hired in the same class as Hershey, his pay rate would
25 have been similar to --

1 A. Aside for 2 months every year where it would have been
2 different -- we still would have -- even if we used Moore, we
3 still would have used the Charging Party's contractual wage
4 rates.

5 Q. Now, you said you didn't use Mr. Moore because there was
6 a gap in his pay; is that right?

7 A. There were a couple of long, unexplained gaps.

8 Q. The gaps you're talking about are the first quarter of
9 2014 and the first quarter of 2015; is that correct?

10 A. I don't think that is correct.

11 Q. Okay, well, let's --

12 A. I'd have to look at the records. I thought it was '14
13 and '16, but --

14 Q. Well, let me ask this question, Mr. Molenda. You worked
15 on the Fourth Amended Compliance Spec and the Amended Fourth
16 Amended Compliance Spec, correct?

17 A. That is correct.

18 Q. Did you work on the Third Amended Compliance Spec?

19 A. I believe yes, I did do the Third Amended. I did the
20 Third Amended and then the Fourth Amended. And then the
21 Amended Fourth Amended.

22 Q. Did you do the Second Amended Compliance Spec?

23 A. No, I did not.

24 Q. Someone else did that?

25 A. That is correct.

1 Q. Did you rely on any of that work at all in the work you
2 did?

3 A. I -- for the most part, no. I mean, originally I was
4 trying to go on some of it, but I ended up recalculating -- I
5 ended up recalculating everything.

6 Q. Because you ended up using different comparables than
7 those other Compliance Specifications, right?

8 A. That was one of the reasons. Yeah, we were using
9 different comparables.

10 I think in the Third Amended I did use the expenses, the
11 mileage chart from the Second Amended but then found that
12 erroneous and recalculated for the Fourth.

13 Q. All right, Mr. Molenda, I've handed you what is part of
14 the Second Amended Compliance Spec, GC-1(v). And this is the
15 portion that has Kevin Moore's back pay calculation?

16 A. Yes.

17 Q. And you will notice in the 2014, the first quarter, he
18 didn't have any pay; that was one of the gaps, correct?

19 A. Yeah, I -- I'm showing a gap here, and as I do recall I
20 think it was the first Quarter 2014 was a gap, yes.

21 Q. And the first quarter of 2015 was a gap, correct?

22 MR. NICK: Your Honor, Mr. Molenda testified that he did
23 not play a part in calculating this Second Amended Compliance
24 Spec. If the Respondent has Mr. Moore's actual payroll
25 records, I think that would be possibly potentially more

1 reliable than a Compliance Spec that Mr. Molenda didn't work
2 on.

3 JUDGE SORG-GRAVES: I guess we're -- I guess I'm a
4 little confused as to why I need this information. He's
5 saying he didn't use that individual because of gaps in his
6 employment. I guess there's no contention by Respondent that
7 there was gaps in his employment.

8 MR. WRIGHT: Here is the issue, Your Honor. The issue
9 is they didn't use Mr. Moore, who drove the same truck, was
10 hired more concurrent and all of that because he was laid off
11 in '14 and '15 during the winters; he was laid off. So they
12 didn't use him because then their comparable, who had less
13 seniority, overtime being on seniority, would also have been
14 laid off. Instead, they used two more senior guys who were
15 not laid off. So my contention is, Mr. Hershey, saying he
16 would have worked the first quarter of '14 and the first
17 quarter of '15 at all and not been laid off is pure
18 speculation.

19 JUDGE SORG-GRAVES: Okay, but it's pure speculation from
20 this witness as to why this Mr. Moore was working or not; he
21 doesn't know that.

22 MR. WRIGHT: All I'm getting from him is that Mr. Moore
23 didn't have payroll in those two periods, and he --

24 JUDGE SORG-GRAVES: And I think he's already stated that
25 that's why they didn't use him.

1 MR. WRIGHT: And if that's the testimony, then I can
2 move on.

3 JUDGE SORG-GRAVES: And I think that you were saying in
4 2014 and 2015, and he said in 2014 and 2016. It looks like
5 from your records that that's more accurate --

6 MR. WRIGHT: No, I think --

7 JUDGE SORG-GRAVES: -- his statement then --

8 MR. WRIGHT: If I may, just very briefly. In 2014
9 there's a gap. In 2015 if you look at the first line, 1/3,
10 if you go over to the right it says 1,2. Go to the next
11 page. Those notes show that just to make the computer work
12 they had to throw in a wage for him but that they didn't
13 compute it.

14 Q. BY MR. WRIGHT: So let me ask it this way,
15 Mr. Molenda --

16 JUDGE SORG-GRAVES: Okay.

17 Q. BY MR. WRIGHT: -- you know that in 2014 the first
18 quarter, Mr. Moore did not work; is that fair?

19 A. Without looking at the payroll records now, I can't say
20 exactly. I recall there being a couple of large gaps where
21 he did not work that -- that I reviewed letters, and I forget
22 the exhibits that were entered earlier requesting documents
23 to show why he wasn't working, and that's the extent of my
24 knowledge on it.

25 Q. Fair enough.

1 Do you know whether Mr. Hershey during any period of
2 time of the back pay period received unemployment?

3 A. I have no knowledge related to unemployment.

4 Q. And so I take it you didn't factor in any unemployment
5 he received in doing your net pay calculation to put him in
6 the position he would have been in had he still worked for
7 us, correct?

8 A. Unemployment is never factored in, no.

9 Q. So you, so then you didn't factor it in because it's
10 never factored in?

11 A. No, the -- that's not -- I went according to the
12 Casehandling Manual, and I did not factor in unemployment.

13 Q. So just so I'm clear, let's say in a quarter Mr. Hershey
14 made \$1,600 less than the comparables, okay --

15 A. Uh-huh.

16 Q. -- yet received \$2,600 in unemployment compensation. So
17 he actually received more money that quarter. You would
18 still be of the opinion he should still get \$1,600 of back
19 pay if you don't take into account the unemployment he
20 received; is that right?

21 A. That's correct.

22 Q. Then I think it would be fair to say, but let's just
23 make sure, if I tell you that Mr. Hershey made \$2,681 of net
24 unemployment in the first quarter of 2014, you don't know
25 whether that's true or not; is that fair?

1 A. That's correct. I have no knowledge related to his
2 unemployment.

3 Q. And if I tell you he -- okay.

4 Now, how did you treat, or did you treat any expenses
5 other than mileage that we'll get to, any other expenses that
6 Mr. Hershey may have had while he was at his old employer
7 that he didn't have to pay at his interim employer? Did you
8 factor any of those into account?

9 A. I -- no, I did not. I'm not aware of this, no.

10 Q. You understood when Mr. Hershey worked for the
11 Respondent, he was a member of a union that had to pay union
12 dues, right? Or you may not be aware --

13 A. I understand that he was a member of the union. I have
14 no knowledge related to union dues or shop security clause or
15 anything of that nature.

16 Q. So to the extent Mr. Hershey had to pay union dues, if
17 you continue to work at Respondent versus not having to pay
18 those at his interim employer, you didn't take any of that
19 into account in your calculations; is that fair?

20 A. Well, that's correct.

21 Q. Okay. And is it also fair, for example, if Mr. Hershey
22 had to pay for his uniforms, you know, at his, you know,
23 current, at Respondent, if he stilled worked there, and
24 didn't have to pay for his uniforms at his interim employer,
25 you didn't take that into account either; is that fair?

1 A. I had no knowledge related to that, so that's correct, I
2 did not factor that in.

3 Q. So you don't recall as you sit here whether
4 Mr. Hershey's pay records for the time period he worked at
5 the Respondent actually showed deductions for union dues and
6 uniforms?

7 A. I don't recall a deduction for uniforms. It very
8 possibly did show union dues. I would not have been looking
9 for either of those. I would have been looking for the
10 information that was relevant to calculating back pay, and
11 union dues would have been irrelevant.

12 Q. Union dues are irrelevant to net back pay?

13 A. Yes.

14 Q. So even if you knew them, you wouldn't have taken them
15 into account?

16 A. No, there's nothing in the Casehandling Manual saying to
17 do that, so no, I would not have.

18 Q. But you'd agree with me, if he had to pay union dues to
19 the Respondent and he didn't have to pay them to his interim
20 employer, that's additional monies he gets by being in this
21 interim employment? That should be somehow factored in,
22 shouldn't it?

23 A. I would disagree because the amount of money that the
24 employer has to give him, the -- if he chooses to take part
25 of that money and give it to a union, that's his choice. He

1 could also choose to opt out of the union under the right to
2 work laws in the state of Michigan. So whether or not he
3 chooses to pay union dues is a choice. That does not impact
4 the amount of money that the employer would owe him for back
5 pay.

6 Q. Contributing to your 401(k), that's a choice, correct?

7 I'm asking, when Mr. Hershey, you said Mr. Hershey in
8 his net back pay award, if he continued to work for
9 Respondent, would have contributed to the 401(k)?

10 A. Yes, he selected a -- yes.

11 Q. And you did adjust net back pay in Schedule E for that
12 401(k)?

13 A. Yes, because the Compliance Manual says to do so.

14 Q. Your -- the last page of the Amended Fourth Amended
15 Compliance Spec shows the interim expenses calculation; is
16 that correct?

17 A. Yes, that's correct.

18 Q. Look at the round trip to employer; let's see if we can
19 do this easily.

20 A. Okay.

21 Q. If the Judge were to determine that the round trip to
22 the employer were a greater number than the round trip to the
23 interim job, you'd agree with me that the interim mileage
24 expense number would not be 21,354.19; it would be zero,
25 correct?

1 A. Yeah, that's correct, yes.

2 Q. The last day Mr. Hershey worked, do you know where he
3 worked?

4 When he worked for the Respondent, the last day he
5 worked for Respondent, where did he work?

6 A. It's my understanding he reported to Pontiac, and then
7 from Pontiac had to go to a jobsite somewhere Downriver, Flat
8 Rock maybe.

9 Q. Let's just take that for a moment. You're aware, aren't
10 you, that's even assuming that's true, that the Respondent
11 did not pay him for driving from Pontiac to Flat Rock,
12 correct?

13 A. I'm not aware of that.

14 Q. Well, what are you aware of then?

15 A. It's my understanding from the Charging Party that there
16 was some kind of promise of, you know, compensation that he
17 was being paid, some sort of like flat rate number of hours,
18 the working less hours, and that that was supposed to
19 compensate him for having to travel from Pontiac, but that it
20 didn't fully -- it didn't balance out.

21 Q. So you're telling me that the only information you have
22 with respect to the round trip to employer is what you
23 received from the Charging Party himself?

24 A. The round trip to employer, I have that from taking the
25 address at Pontiac where he says he reported to, putting that

1 into Google Maps, getting the distance of 4.6 each way, and
2 that gives me 9.2.

3 Q. What I'm saying is, the fact that he was paid somehow
4 for between Pontiac and Flat Rock, you've not seen any
5 records whatsoever that show a single dime of payment by the
6 company to Mr. Hershey for any drive from Pontiac to Flat
7 Rock; isn't that fair?

8 A. That's correct.

9 Q. And so he did not start, to the best of the records you
10 have, you see no payment to Mr. Hershey until he's actually
11 at Flat Rock, correct?

12 A. I don't know. I see a set number of hours on a
13 paycheck; I don't know if that covers him -- I don't know
14 what that covers. I don't know what period of time, if
15 that's -- if some of that is to compensate for his commute or
16 not, that's beyond my knowledge.

17 Q. So let's parse that out. You've not seen any
18 reimbursement checks or anything for mileage to pay
19 Mr. Hershey from Pontiac to Flat Rock, correct?

20 A. That's correct.

21 Q. And now you're suggesting maybe some of his pay was not
22 really pay, but it was to reimburse him for mileage; is that
23 what you're saying?

24 A. I'm saying it's my understanding there was some --
25 something like that, but the payroll records just show the

1 hours and the pay rate, and that's what I had.

2 Q. And for IRS tax purposes, you would actually assume that
3 if they were reimbursing him for mileage, some of the pay
4 records would actually say reimbursement for mileage, right?

5 A. It depends on how accurate they are with their
6 practices. I'm not going to assume anything.

7 Q. Well --

8 A. On that. I mean I don't have any knowledge.

9 Q. Well, you've already assumed something, haven't you?
10 You've already assumed that there was some compensation for
11 driving from Pontiac to Flat Rock, correct?

12 A. I'm saying it's been asserted that there was some
13 promise of something. I don't have any direct knowledge on
14 this. This is what I've heard third-hand.

15 Q. Okay, third-hand we'll get to in a minute. But a
16 promise is not payment; you'd agree with me, right?

17 A. Yes. I have no direct knowledge over this issue though.

18 Q. And you'd agree with me that if Mr. Hershey actually was
19 not paid, had to drive to Flat Rock, okay, and was not paid
20 for that drive, then the round trip to employer should be the
21 Flat Rock address because he had to incur expenses driving
22 all the way to Flat Rock, correct?

23 A. Well, but did he have to report to Pontiac?

24 Q. Let's assume for a moment -- answer my question -- can
25 you answer my question without me --

1 A. Can you ask your question again, please?

2 Q. Sure. Even if he had to report to Pontiac, which he
3 didn't, but even if he had to report to Pontiac, if he was
4 not compensated for the drive to Pontiac to Flat Rock every
5 day where he did report, then his round trip to employer, he
6 had to drive to Flat Rock uncompensated every day, and that
7 should be where we determine the interim expenses because
8 then his drive to the interim job actually was less than the
9 drive all the way to Flat Rock, correct?

10 A. If there's evidence that he would have continued doing
11 that. For the period of time that there's evidence that he
12 would have been going to Flat Rock under that hypothetical,
13 yes.

14 Q. Sir, let me hand you -- what I've handed you is Exhibit
15 R-7, which is Mr. Hershey's unemployment records. Could you
16 turn to page 3 of R-7?

17 A. I'm there I believe, yes.

18 Q. Read whatever of it you want, but on page 3 and page 4,
19 if you go down to the fourth line in the middle where it
20 says, you know, the handwritten portion?

21 A. Yes.

22 Q. Do you see that?

23 A. Yeah, I'm trying to decipher.

24 Q. Do you see that "I was"? Do you see, "No, I was driving
25 my own car 50 miles one way, no gas reimbursement"?

1 A. Yes. "No gas reimbursement as originally promised, and
2 all senior drivers get paid from Pontiac and back, no [sic]
3 me." Yeah.

4 Q. If Mr. Hershey actually wrote this, okay, let's just --
5 because you don't know whether this is Mr. Hershey's
6 handwriting, right?

7 A. No, I wouldn't know that.

8 Q. But assuming Mr. Hershey wrote this, this is him telling
9 us that he was not reimbursed for his gas going from Pontiac
10 to Flat Rock, correct?

11 A. Yes, no gas reimbursement. Yeah.

12 Q. Did you ever discuss with Mr. Hershey if he drove to
13 Pontiac, not because he was required, but that because he
14 carpooled -- that he drove other guys to Flat Rock?

15 A. I did not have discussions with Mr. Hershey on that
16 issue personally.

17 Q. Did you hear that from anyone?

18 A. No, I did not hear that as the reason, no.

19 Q. If you could turn to page for of R-7. If you go down to
20 like the fourth line near the right-hand side where it says,
21 "I worked Monday." Do you see that? Fourth handwritten line
22 on page 4? Right-hand side?

23 A. The right-hand side of page?

24 Q. Right-hand side, "I worked Monday."

25 A. Oh, "I worked Monday." I see it. Okay, "Monday and

1 Tuesday. Was on the schedule for Wednesday the 27th." Yes.

2 Q. And it says, "Drove myself and the other employees 50
3 miles to the jobsite. Got my truck ready to go out and was
4 then fired." Do you see that?

5 A. Yes.

6 Q. But you didn't have any discussions with Mr. Hershey
7 about whether he drove to Pontiac to pick up other employees
8 to drive them to Flat Rock; is that right?

9 A. I didn't have any conversations on that issue, no.

10 MR. WRIGHT: Can I have one second, Your Honor?

11 (Pause.)

12 MR. WRIGHT: Your Honor, just for the record, R-11 and
13 R-12 that are in evidence are maps that show one way from the
14 two homes that Mr. Hershey owned, one way was either 53.9 or
15 58-something mile from his home, so that the total round trip
16 would be over 100, and that, Mr. Nick has stipulated to that.

17 Q. BY MR. WRIGHT: All right, sir. I want to talk to you
18 briefly about the 401(k) calculation as we finish up our
19 discussion here today.

20 A. Okay.

21 Q. The difference between your Schedule D and your Schedule
22 E we talked about is the 7,461 of his contribution, right?

23 A. That's correct.

24 Q. This is a 401(k) contribution that he actually did not
25 make, correct? The 7,461, he did not make that?

1 A. That's correct.

2 Q. And the reason you compute that is because you're saying
3 if he did work there and he contributed the 7,461, his
4 employer would have contributed some, and he'd have made some
5 interest or profit on it, right?

6 A. Correct.

7 Q. If you just treat his back pay as back pay and don't
8 reduce his back pay by the 7,461, then it would be fair not
9 to pay him for it in the 401(k) portion of your damage
10 analysis, correct?

11 A. Right, if you're not reducing it, you wouldn't pay him
12 for it because then you would be double-dipping, correct.

13 Q. The fund you used, because you say, we're now into
14 Mr. Hershey didn't actually invest in these companies, so to
15 determine the interest and profit, you have to make a
16 determination of what investment vehicle he would have
17 invested in, correct?

18 A. Right, since the Securian Fund that existed at the date
19 of his termination is not a fund that exists any longer, and
20 so they didn't have any historical records, so I had to find,
21 you know, a comparable fund.

22 Q. Well, is there a reason you didn't just simply pick
23 another fund that was available to Respondent's employees?

24 A. We, you know, we didn't have that information. We
25 had -- we were trying to find a domestic -- the S&P 500 is

1 kind of the benchmark for domestic equities, so it was
2 reasonable to find something that would be linked to it, so
3 that's what, you know, but I do think for the first one where
4 we had the statement that we used, the Securian Fund, and
5 from that point forward where we didn't have numbers, we just
6 went with the S&P.

7 Q. Well --

8 A. Or, well, with the Vanguard that tracks the S&P.

9 Q. Let's break that down. You realize the 401(k)
10 computation, that was the last thing that came up with
11 respect to a methodology to increase the amount that
12 Mr. Hershey was entitled to, right? That was the last thing
13 that came up, right?

14 A. I don't think it had anything to do with increasing the
15 amount he was entitled to. It just had to do with the
16 Casehandling Manual -- or Compliance Handling Manual says
17 when there is a 401(k), that this is what you should try to
18 do.

19 Q. Well, you'd agree with me --

20 A. And he could have -- some quarters he lost money in the
21 401(k).

22 Q. Well, you'd agree with me that in the Compliance Spec,
23 in the Amended Compliance Spec, in the Second Amended
24 Compliance, in the Third Amended Compliance Spec, and the --
25 in all the Compliance Specs before the last one, 401(k) was

1 not an issue, correct?

2 A. We were not -- I think we became aware of his 401(k)
3 late. I don't know if whoever drafted the First and the
4 Second was aware of it. I know when I was asked to do the
5 Third, I did not -- the 401(k) issue didn't get raised until
6 afterwards it got raised, and it was like, oh, we should have
7 factored this in, so that's why we amended it a fourth time.

8 Q. And it's true, isn't it, that no one, you or no one else
9 that you know of, inquired of the Respondent what funds were
10 available to its employees to invest in during the Hershey
11 back pay time period; isn't that true?

12 A. I made no inquiries. I'm not aware of any inquiries
13 that were or were not made. I haven't seen any inquiries.
14 (Pause.)

15 Q. BY MR. WRIGHT: Mr. Hershey, the -- or I'm sorry,
16 Mr. Molenda, footnote 5 in your Amended Fourth Amended
17 Compliance Spec is the one that talks about the funds you
18 used, correct?

19 Footnote 5 on page 3 of the Amended Fourth Amended
20 Complaint?

21 A. Yes.

22 Q. And you used the Vanguard 500 Index Fund, right?

23 A. Yes.

24 Q. And there are a lot of Vanguard funds, and you picked
25 the 500 Index Fund; is that right?

1 A. I picked -- I was trying to find something that tracked
2 the S&P 500 that published quarterly returns.

3 Q. Right.

4 A. And that's what I found, yes.

5 Q. And the Vanguard 500 Index Fund, that's what it does, it
6 tracks the S&P so the return that you get is the return the
7 S&P 500 gets?

8 A. Yeah, it's slightly less, but a nominal difference,
9 correct.

10 Q. And you're aware that the Vanguard 500 Index Fund was
11 not a fund that the employees at Respondent could have
12 invested in during the back pay time period?

13 A. That's correct, yes.

14 Q. Do you know how many funds in any given year actually
15 meet the S&P 500 for rate of return?

16 A. No, I don't.

17 Q. Would it surprise you to learn that two-thirds of funds
18 don't get as high as the S&P 500 rate of return in any given
19 year?

20 A. I'd have no knowledge to base that on.

21 Q. So you picked the fund that had the S&P 500 -- I just
22 want to make sure I'm clear -- that you don't know in the
23 relationship of funds how good that fund is compared to other
24 funds, and you did it knowing that the employers, that
25 Respondent couldn't pick that fund; is that fair?

1 A. That's fair. I didn't know whether or not it was
2 available to Respondent. I assumed it was not, and I don't
3 know how it performs in relation to other funds. I know it
4 performed -- it did not perform as well as the S&P 500,
5 but --

6 Q. Sir, do you have GC-9 in front of you?

7 A. Yes.

8 Q. Now, the last element of your damages, the damages that
9 are calculated here, are based on \$753 that Mr. Hershey
10 withdrew from his 401(k) in July of 2013; is that correct?

11 A. That's correct.

12 Q. And you were charging us for the interest if he would
13 have left it in there, right? As you're charging us for the
14 interest component, the income component if you'd have left
15 it in there --

16 A. The gains, yes.

17 Q. The gains.

18 A. Yeah.

19 Q. Plus a \$75 withdrawal fee because he had to withdraw it
20 and pay taxes on it, correct?

21 A. Not the taxes he paid on it, the penalty he paid on it.

22 Q. The penalty, yeah, that'll do. Right.

23 He didn't have to pull it out, did he? He could have
24 just rolled it over.

25 A. The reason there's consequential economic harm is

1 because there was evidence that he had an economic hardship
2 because of his loss of employment and then had to pull the
3 money out to cover living expenses. And that's what triggers
4 then, not the letter from Securian.

5 Q. Okay, so you're saying he did have the ability just to
6 roll that money over into something else, correct?

7 A. That's what this letter states.

8 Q. Well, but you know enough about -- well, let me ask you
9 a question: Do you know enough about 401(k)s to know that
10 they can be rolled over with no tax implications?

11 A. I know that when you switch employers that you can. I
12 don't know if your new employer doesn't offer one, if you can
13 or can't. I don't know all the nuances of it, but I do know
14 there are instances where you can roll over.

15 Q. In the letter, GC-9 says one of the things he could have
16 done was roll that over?

17 A. Yes, it does.

18 Q. And if he would have rolled it over, if he would have
19 rolled that money over, that money would have been sitting in
20 a 401(k) somewhere else earning gains and profits, right?

21 A. That's correct.

22 Q. Okay, and he would not have had the penalty, correct?

23 A. That's correct.

24 Q. So the decision to take the money as a withdrawal as
25 opposed to roll it over, if you're with me --

1 A. Yes.

2 Q. -- is what caused all of that claim damage, correct?

3 A. That's -- I would view it that based on our information
4 it was a consequential -- it was the fact that he had an
5 economic hardship that caused him to have to withdraw the
6 money that then caused it.

7 Q. Go back to my Schedule 1 for a minute, my Spreadsheet 1.

8 A. I was waiting for you to ask me to go to that one.

9 Okay.

10 Q. Go to Spreadsheet 1.

11 A. Okay.

12 Q. Now, first of all, the Fourth Amended Compliance Spec
13 said that he withdrew it in July of 2006 --

14 A. 2016. That was a typographical error.

15 Q. Right. And so therefore it was a hardship, and the
16 Amended Fourth Amended Compliance Spec said July 2013, and it
17 was still, the 3 years' difference, it was still --

18 A. It corrected the typographical error to make it 2013,
19 not 2016.

20 Q. Look on page 1 of my Spreadsheet 1.

21 A. Yes.

22 Q. In the second quarter of 2013, Mr. Hershey made \$488
23 more in actual pay working at the interim employers as
24 opposed to the Respondent, correct?

25 A. Okay, wait a minute.

1 Q. My Spreadsheet 1 --

2 A. Yeah, Spreadsheet 1.

3 Q. -- 2013 two totals.

4 A. Okay. It looks, yeah, 400 and -- where is your --
5 \$438.19.

6 Q. He made more. Okay.

7 A. Right, and he made less in the first quarter though, but
8 yes.

9 Q. There was only one pay period in the first quarter.

10 A. Right.

11 Q. Now, in the quarter that actually has July in it,
12 according to my Spreadsheet 1 --

13 A. Uh-huh.

14 Q. -- he made \$2,500 more in his interim employment than he
15 did if he would have stayed at Respondent, correct?

16 A. That's correct.

17 Q. Okay, so during the time period of this hardship, the
18 second and third quarters of 2013, he was actually making
19 more money than if he would have worked at Respondent,
20 correct?

21 A. That is correct.

22 Q. And the only reason you've calculated this as a hardship
23 is because Mr. Hershey said he pulled it out because he had a
24 hardship; is that fair?

25 A. He -- yes, he said that was a hardship, so we've -- yes.

1 Q. But it's clear that whatever the hardship was, it wasn't
2 from a change in jobs, because then a change in jobs, he made
3 more money, correct?

4 MR. NICK: Objection, Your Honor.

5 MR. WRIGHT: I'll withdraw it.

6 THE WITNESS: There's considerable expenses though.

7 MR. WRIGHT: I'll withdraw it.

8 THE WITNESS: Okay.

9 MR. WRIGHT: Can I take one moment, Your Honor?

10 JUDGE SORG-GRAVES: Yes.

11 MR. WRIGHT: I think I'm just about done. I just want
12 to check.

13 JUDGE SORG-GRAVES: Let's go off the record for a
14 moment.

15 (Off the record from 2:14 p.m. to 2:15 p.m.)

16 JUDGE SORG-GRAVES: Let's go back on the record.

17 Q. BY MR. WRIGHT: Mr. Hershey [sic], if you could turn to
18 the Amended Fourth Amended Compliance Spec, paragraph 11(a).

19 A. Okay.

20 Q. And do you see where you say the total gross back pay is
21 a component of total net back pay, which is calculated by
22 subtracting the adjusted quarterly interim earnings from the
23 comparable quarterly gross back pay with no quarterly total
24 net back pay amount being less than zero? Do you see that?

25 A. Yes, I do.

1 Q. Okay. Is it fair to say, except for overtime,
2 everything else you calculated with respect to net back pay,
3 interim expenses, or 401(k) gain and loss, you calculated on
4 a quarterly basis?

5 A. That is correct.

6 MR. WRIGHT: That's all I have, Your Honor.

7 MR. NICK: Your Honor, I have a few redirect, but I was
8 wondering if we could take like a 10-minute break?

9 JUDGE SORG-GRAVES: Let's try to just take a 5-minute --
10 we're a little close to right after lunch, and I think people
11 need a break.

12 Let's go off the record.

13 (Off the record from 2:20 p.m. to 2:25 p.m.)

14 JUDGE SORG-GRAVES: Okay, let's go back on the record.

15 REDIRECT EXAMINATION

16 Q. BY MR. NICK: Mr. Molenda, do you have Spreadsheet 1
17 from GC-1(oo) in front of you?

18 A. Yes, I do.

19 Q. So you've gone through the numbers of the net back pay
20 for Mr. Hershey, and it says down towards the bottom,
21 additional pay received by Mr. Hershey, 2,224.77. And that
22 seems to encompass his whole back pay period?

23 A. That's correct.

24 Q. Now, when you're -- as a compliance officer calculating
25 back pay, do you take all the wages someone earned during the

1 back pay period and compare that to all the wages they would
2 have earned had they been working for the employer?

3 A. No.

4 Q. What do you do?

5 A. Do it on a quarterly basis.

6 Q. Is this Spreadsheet 1 done on a quarterly basis?

7 A. No, it's not.

8 Q. Now, I don't know how difficult it would be to do it on
9 a quarterly basis with what's in front of you. Would it be
10 possible to get a number?

11 A. Yes, actually I just need to add one more thing on my
12 phone, and I will have the exact number for us. Because if
13 you look at Quarter 1 of 2013, Quarter 1 of 2014, Quarter 1
14 of 2015, Quarter 2 of 2016, and Quarter 3 of 2016, by their
15 numbers in all those quarters, there would be back pay owed.
16 And the total number would be 16,506.82. And if -- even on
17 their spreadsheet, their Spreadsheet 2 where they don't use
18 the prevailing wage numbers, that only affects this number by
19 about \$196. So we would still be, roughly, what, 16,310 on
20 their Spreadsheet 2.

21 Q. Now, during your cross-examination, Respondent
22 questioned you as to what funds may have been available at
23 the Respondent's employer -- or excuse me -- at the
24 Respondent/Employer, and the fund we used to calculate
25 Mr. Hershey's lost investment was something the Respondent

1 did not offer. Now, is it possible that Mr. Hershey, if he
2 had used one of Respondent's funds, could have made more
3 money than he did? Theoretically is it possible?

4 A. Theoretically, yes.

5 Q. Okay. Now, during cross-examination, Mr. Wright pointed
6 out, and you might have even, I think you said it in direct,
7 too, you testified that there were gaps in Mr. Moore's pay in
8 first quarter 2014 and 2016?

9 A. Uh-huh.

10 Q. Now, Mr. Wright was asking you questions that would --
11 well, Mr. Wright implied I think that it was due to layoff,
12 due to Mr. Hershey's lack of seniority vis-à-vis the other
13 employees.

14 (General Counsel's Exhibit 11 marked for identification.)

15 Q. BY MR. NICK: I'm showing you what I marked as GC-11.
16 Can you identify this document?

17 A. Yes. I've seen this document before.

18 Q. And what is it?

19 A. It's a letter from Tina --

20 Q. Well, let me ask you this, who is Barbara Peeples-
21 Mikiel?

22 A. Barbara Peeples-Mikiel, she is a field examiner here who
23 worked on one of the earlier Compliance Specifications.

24 Q. Okay. And what's attached to this, the email from Tina
25 Costa, the letter from Ms. Peeples-Mikiel?

1 A. Yes.

2 Q. Do you recognize these documents?

3 A. Yes, I do.

4 Q. What are they?

5 A. It's a request for payroll records, and then there are
6 payroll records for Jeffrey Clem attached.

7 Q. Do you still have GC-2 in front of you?

8 A. Yes.

9 Q. And what's Mr. Clem's hire date?

10 A. Let me find GC-2. Mr. Clem's hire date is June 5th of
11 2003.

12 Q. Now, these payroll records encompass pay periods
13 12/22/2013 to 2/27/2016. Can you look at the records and see
14 if there are any gaps in Mr. Clem's payroll history?

15 A. Yes. Right off the bat, looking at page 1 of 13 of the
16 payroll records themselves, you'll see that the first check
17 is for a check date of 5/2/2014, which would probably be the
18 last 2 weeks of April, and this was to be pay period starting
19 12/22. So we have a gap in his employment there from 12/22
20 all the way into mid-April.

21 Q. Any other gaps that you see?

22 A. Let's see.

23 Q. I'd ask that you turn to page 12 of 13.

24 A. Yeah. Yeah, I just got there. When you get to page 12,
25 the last check date is a check date of 12/1, and these are

1 supposed to be records through February 27th of 2016. The
2 last check date was 12/1 of 2015, so that shows a gap -- or
3 12/11 of 2015. So that shows a gap from December of 2015
4 through the end of February of 2016.

5 MR. NICK: Okay, thank you.

6 Your Honor, I'd like to move GC-11 into evidence.

7 MR. WRIGHT: No objection.

8 JUDGE SORG-GRAVES: GC-11 is admitted.

9 (General Counsel's Exhibit 11 received in evidence.)

10 Q. BY MR. NICK: Now, there was, on cross-examination there
11 was some questions by Mr. Wright talking about prevailing
12 wages and whether Mr. Smith actually worked prevailing wages.
13 Would there be other scenarios that you can see where
14 Mr. Hershey would be entitled to a bump in pay other than for
15 prevailing wages?

16 MR. WRIGHT: Your Honor, I'm going to -- I'm just going
17 to object because he said this was related, that bump was
18 related to prevailing wage. Unless he's now changing his
19 testimony that's related to something else, why are we asking
20 about all the things it could be a bump up for?

21 He has testified it was prevailing wage.

22 MR. NICK: Your Honor, he also testified that that was
23 his understanding, and I just want to glean from him as to
24 whether there are other scenarios where he could have, you
25 know, that would have been, Mr. Hershey would have been

1 entitled to a bump in pay.

2 JUDGE SORG-GRAVES: I'm going to allow the question.

3 THE WITNESS: I would think there are other scenarios.

4 As long as whatever opportunity that allowed the comparables
5 to have more money would have reasonably been afforded to the
6 Charging Party, then I think he would be entitled to it.

7 MR. NICK: I have no further questions, Your Honor.

8 JUDGE SORG-GRAVES: Any follow-up, Mr. Wright?

9 MR. WRIGHT: I do, Your Honor.

10 RECROSS-EXAMINATION

11 Q. BY MR. WRIGHT: Let's start with Spreadsheet 1.

12 A. Okay.

13 Q. I want to make sure we're clear. The first page is a
14 summary of all the other pages, correct?

15 A. Yes.

16 Q. The computations that are done on these pages are in
17 fact done quarterly, correct?

18 A. Yes, you have quarterly totals, correct.

19 Q. And if you go to the first page?

20 A. Yes.

21 Q. Now, I didn't ask you much about this first page because
22 it was just a summary myself, but you comment on the
23 additional pay received by Hershey, \$2,224.77. Do you see
24 that?

25 A. I do see that.

1 Q. And while you may want to calculate back pay a different
2 way, it is in fact true that Mr. Hershey actually received
3 \$2,224.77 more from his interim employers during that entire
4 time period than he did if he'd have worked at Respondent,
5 correct?

6 A. Based on the calculations that you have on this page,
7 that is what it shows, correct.

8 Q. Am I correct that you -- you told Mr. Nick that it's
9 theoretically possible that Mr. Hershey could have made more
10 money by investing in his 401(k) than what you had him down
11 for as the S&P 500 Fund, correct?

12 A. That's correct.

13 Q. It's also equally theoretically possible that he could
14 have made less than you had him down for, correct?

15 A. That is correct.

16 Q. All right, and because the funds you actually had him
17 invest in was one he could not have invested in, it's all
18 basically theoretical, correct?

19 A. As a reasonable approximation, yes, but theoretical.

20 Q. So why are there gaps in Mr. Clem's pay?

21 A. I don't know.

22 Q. Same answer with respect to Mr. Moore, you don't know
23 why there were gaps in Mr. Moore's pay; is that right?

24 A. That's correct.

25 Q. I want to be clear. Mr. Clem had almost 10 years of

1 seniority on Mr. Hershey, correct?

2 A. That's correct.

3 MR. WRIGHT: That's all I have, Your Honor.

4 MR. NICK: Nothing, Your Honor.

5 JUDGE SORG-GRAVES: Thank you.

6 THE WITNESS: Thank you.

7 (Witness excused.)

8 JUDGE SORG-GRAVES: Okay, Mr. Nick, do you have any more
9 witnesses?

10 MR. NICK: Yes. I'd like to call Michael Hershey to the
11 stand.

12 (Whereupon,

13 MICHAEL HERSHEY

14 was called as a witness by and on behalf of the General
15 Counsel and, after having been first duly sworn, was examined
16 and testified as follows:)

17 JUDGE SORG-GRAVES: If you would state your name and
18 spell it for the record, please?

19 THE WITNESS: Michael Hershey, M-i-c-h-a-e-l
20 H-e-r-s-h-e-y.

21 DIRECT EXAMINATION

22 Q. BY MR. NICK: Mr. Hershey, were you employed by Lou's?

23 A. Yes, I was.

24 Q. What did you do there?

25 A. I drove a quad dump truck.

1 Q. When you worked at Lou's, where did you report to at the
2 start of your shift?

3 A. I reported to Pontiac, 1780 East Highwood Drive.

4 Q. Is that for the entire employment, the entire time
5 you're employed by Lou's?

6 A. Yes, sir.

7 Q. Now, did there come a time when you drove down to Flat
8 Rock while you were working for Lou's?

9 A. Yes.

10 Q. And why was that?

11 A. They had a special job going on, and they needed people,
12 you know, bodies to fill it down there in Flat Rock.

13 Q. And did they assign people there, did they take
14 volunteers? How did that work?

15 A. Well, initially it started out like as a rumor, and
16 they, you know, said they checked around and they threw out a
17 list, and they wanted to get some volunteers if this job went
18 down. It was -- nothing was guaranteed in stone, so, you
19 know, we were given some preliminaries, and it was based on
20 if this went down, would you be willing to do it.

21 Q. And can you describe what kind of job that was down in
22 Flat Rock?

23 A. What we were doing is the north end of the gravel pit on
24 the west side, there was a clay reserve mountain that they
25 needed to remove and place on the south side of the road so

1 that they could blast for silica sand.

2 Q. And when did that project start? When were you first --
3 when did you first go down to Flat Rock?

4 A. God, I think it was like right at the end of November.
5 All of a sudden we came into work, and he goes, guess what,
6 you're going to Flat Rock tomorrow. And I think it was the
7 end of November, beginning of December.

8 Q. When you said "he" said that, said go to Flat Rock, who
9 are you --

10 A. Dan. Or Dave Laming said, hey, guess what.

11 Q. Oh, okay.

12 A. You know, or Tony, one of them.

13 Q. Okay.

14 A. That the job went through.

15 Q. And you testified that you signed up to go to Flat Rock?

16 A. Yes. Yes.

17 Q. Now, why did you sign up to go?

18 A. Well, you know, I was new there, didn't want to piss
19 anybody off. A lot of guys were saying, well, you might as
20 well sign up because you're going to get stuck with it
21 because we're not going to go down and do it. And so I just
22 figured, what the heck, instead of sitting home during the
23 winter, why not, you know, based on what they said, go do it.

24 Q. Now, after the project started, was there a procedure
25 getting to the Flat Rock site?

1 A. Yes. Once we got going, because it was supposed to be X
2 amount of employees from the Flat Rock office, X amount of
3 employees from the Pontiac office. So basically Tony Allen
4 told us --

5 Q. Who is Tony Allen?

6 A. Tony Allen would be our dispatcher.

7 Q. Okay.

8 A. We were told to meet at the Pontiac yard every day, and
9 that he wanted us to bring our paperwork back every day. So
10 all of us who would ride together would go to Pontiac and
11 meet. He told us where he wanted us to park, I assume
12 because, you know, he could see us on security camera. Then
13 when we get done at night, everybody, whoever wanted to go in
14 would just grab everybody's tickets and paperwork and
15 everything.

16 Q. Let's take that one step at a time.

17 A. Okay.

18 Q. So to go down to Flat Rock, you just testified you
19 reported to Pontiac?

20 A. Yes, everybody went to Pontiac.

21 Q. Now, why did you go to Pontiac?

22 A. That's what Tony wanted.

23 Q. When you say that's what he wanted?

24 A. He said he wanted us to meet at the Pontiac office, all
25 of us to drive down together, and then to bring the paperwork

1 back every evening.

2 Q. Now, all of you to drive down together, who is all of --
3 how many people were there?

4 A. It was me, Kevin, Terry Helm, Jose, and Marty. I think
5 it was five of us that drove down.

6 Q. And you all drove down together?

7 A. Yeah, yeah we carpooled.

8 Q. And did you drive most of the time? Some of the time?

9 A. Most of the time because I had the minivan, so they'd
10 throw me a couple of bucks.

11 Q. The people you drove down with?

12 A. Yeah, yeah, they'd throw me a couple of bucks for gas.

13 Q. Now, and then when you returned in the evening, you just
14 testified that you were instructed to go back to the Pontiac
15 site at night, or in the evening, and I'm sorry, did you --
16 what did you go back there for?

17 A. Well, go back, I'd drop off the rest of the guys and
18 myself or one of the other guys. We'd gather everybody
19 else's paperwork, and then they would just take them in and
20 put them where our paperwork went because Tony wanted the
21 paperwork every night.

22 Q. When you say paperwork, what are you referring to?

23 A. The job slips that we have to write off and have the
24 foreman sign on site. Tony wanted all the Lou's stuff so he
25 could keep control of it.

1 Q. Now, you testified about people pitching in that you
2 carpooled with. Was there any reimbursement for your travel
3 to Flat Rock by Respondent?

4 A. No. Initially we thought there was going to be. Like I
5 say, this was brought to us, I started there the end of July,
6 so I'm going to say roughly the beginning of September the
7 rumor of this possible job. We were under the impression
8 that we were going to get an 11-hour day, but we'd only be on
9 site for 9. So I figured that sounded like a good idea.

10 Q. Let me stop you there.

11 A. Yep.

12 Q. How did you get this impression?

13 A. This is what I was told originally, all in the very
14 beginning when it was said --

15 Q. By who? Who told you?

16 A. I think Dave Laming was the original one who told us
17 about a possibility.

18 Q. Okay. And Mr. Laming's title?

19 A. I think Dave would be operations manager of all of Lou's
20 I think.

21 Q. Okay. So you just testified Mr. Laming said in the
22 beginning there might have been a possibility of
23 reimbursement.

24 A. Yes.

25 Q. Did he specify -- oh, I'm sorry. Were you reimbursed?

1 A. No, it didn't end up working that way. How we were
2 supposed to be paid and what actually happened after we got
3 our first paycheck were two different scenarios and were
4 somewhat a point of contention with some of us.

5 Q. When you say how you're supposed to be paid, is that
6 referring to what you just testified to being paid 11 hours
7 and working 9?

8 A. Yes.

9 Q. And how did it end up happening? What ended up
10 happening?

11 A. Just whatever actual hours you were on the site; there
12 was no additional money.

13 Q. Now, were you still working at the Flat Rock site
14 project at the time of your discharge?

15 A. Yes, I was.

16 Q. And you were discharged on March 27, 2013. Did there
17 come a time when you became aware that the Flat Rock project
18 had ended?

19 A. Yeah, probably about a month later when I was working
20 for Calo, I drove by there because I had to go to the plant
21 and get some limestone, and I didn't see any Lou's trucks; I
22 just saw mining equipment, the big mining dump trucks doing
23 what we were previously doing.

24 Q. Well, explain that. Why would seeing mining trucks
25 there make you believe that Lou's work had been completed at

1 that time?

2 A. Because the mining trucks were doing what we were doing.
3 They were hauling from the old reserve pile across the street
4 and dumping it. As a matter of fact, you know, going down
5 the road you got to wait for them to cross, but yeah, you
6 could see them working in the same area as Lou's was
7 originally.

8 Q. When you worked at Lou's, were there ever mining trucks
9 and Lou's trucks working together on the project?

10 A. No, never.

11 Q. And I'm sorry, what was the date that you passed by that
12 you saw the mining trucks there?

13 A. I'd have to say it was probably first couple weeks in
14 May I got a truck from Tony April 26th, and that I think was
15 a Thursday.

16 Q. In what year?

17 A. That was 2013.

18 Q. Thank you.

19 A. Pretty much when I got fired, Dave's brother fired me.
20 I said, shook his hand, said thank you, signed the --

21 Q. That's all right.

22 A. Okay.

23 Q. You don't have to --

24 A. Okay.

25 Q. Now, while you worked at Lou's, did Lou's offer a

1 401(k)?

2 A. Yes, they did.

3 Q. And did you participate in it?

4 A. Yes, I did.

5 Q. Do you still have that 401(k) that you had with Lou's?

6 A. No.

7 Q. And why not?

8 A. Well, I had to do something with it, and the basic month
9 I was off work kind of doing the part-time gig, I was
10 accumulating the same bills; nothing had changed. So my debt
11 was, you know, getting up there, and it just got to a point
12 where I just figured I had to get rid of it, didn't really
13 have any of my own personal, so I took the pay out because I
14 wanted to pay down some of my debt that I had incurred when I
15 got fired.

16 Q. After working, after being discharged by Lou's, you've
17 worked for other employers, did any of them offer a 401(k)?

18 A. The county did. Once I became full-time employee in
19 November of 2015, I was then eligible to participate in their
20 retirement program, and I did.

21 Q. Now, there was some testimony and some reference to
22 Ronnie Smith being in a different class than you. Were you
23 in a different class than Ronnie Smith?

24 A. We were all quad drivers. You know, we all did the same
25 work.

1 Q. Let me ask you if you in your, during your time with
2 Lou's, did you ever train a new employee?

3 A. Yeah, when Gary Grode came in, I trained him, you know,
4 showed him the ropes of what to do, but that was, you know,
5 the extent of it. Didn't get any extra pay for it; I didn't
6 know that was a thing. They had a professional supposedly
7 trainer because that's who I interviewed with, his name was
8 Rutawski, and that's who you dealt with, and he was the one
9 that gave you the A-okay. As far as anybody else ever
10 training, being a trainer, I never heard that it was, you
11 know, showing the ropes; that's what you did.

12 MR. NICK: No further questions, Your Honor.

13 CROSS-EXAMINATION

14 Q. BY MS. COMITO: Good afternoon, Mr. Hershey. My name is
15 Amy Comito. I represent the Respondents. We actually met a
16 few years ago, if you recall, in the unfair labor practice
17 proceedings.

18 A. I recall very well, thank you.

19 Q. How long after you were terminated did you start your --
20 was it at Calo that you worked?

21 A. Yeah.

22 Q. When did you start at Calo?

23 A. I started at Calo April 26th. I worked -- I got fired
24 Wednesday. Called Timmy up who is a friend of mine and is a
25 dispatcher at Calo, used to dispatch for T.K.M.S., and said,

1 hey, I got fired, can I get a job? He said, why, yeah, sure.
2 So I went over and applied that day. They did not have a
3 truck for me. So he owned Kraken Recycled Concrete on Six
4 Mile and Oakland Avenue. I went down there for a month until
5 my truck was done. And then I switched from Kraken to Calo.

6 Q. So you actually started at Kraken?

7 A. Kraken, April 1st.

8 Q. Was that within days of --

9 A. April 1st.

10 Q. April 1st.

11 A. As I had said before.

12 Q. Yet you experienced some financial hardship that
13 required you withdrawing your money from your 401(k) from
14 Lou's?

15 A. Yeah, Kraken wasn't really a full-time gig in the
16 respect that there was a lot of hours. It was dependent on
17 the weather, and it was only 10 bucks an hour; plus, I was
18 driving from Lake Orion down to Detroit.

19 Q. You're aware, aren't you, that you could have taken that
20 money and invested it in something else; you didn't have to
21 necessarily put it into another 401(k)? Were you aware of
22 that?

23 A. I was aware of that, but when you have bill collectors
24 calling, you do what you go to do.

25 Q. So it's your testimony that Mr. Allen, Tony Allen,

1 required that you guys report to --

2 A. He wanted us --

3 Q. -- Pontiac before --

4 A. Yep.

5 Q. -- you went down to Flat Rock?

6 A. Yep. And he wanted us back there every night handing in
7 our paperwork every night like we did, and he would call
8 every day and see how it was going.

9 Q. Did you punch in when you got to Pontiac?

10 A. No. Punched in when I got to Flat Rock.

11 Q. Did you go report to Mr. Allen when you arrived in
12 Pontiac?

13 A. No, because he wasn't in when we got there.

14 Q. Well, then how would Mr. Allen have known that you
15 reported to Pontiac in the morning like you were supposed to?

16 A. Because all our cars would be there, and I was told they
17 have security tape. He wanted to make sure we were all
18 together. That way if something happened, he'd know what was
19 up. He just wanted to know everything. Start there, end
20 there. Hand off your paperwork every day.

21 Q. And you started your work in Flat Rock throughout --
22 through the Flat Rock facility in November of 2012, correct?

23 A. Yes.

24 Q. And with the exception of Mr. Grode, it's your testimony
25 that you didn't train any drivers; you weren't asked to train

1 any drivers, correct?

2 A. No. No, not -- they had a full-time trainer person.

3 Q. You'd only been there 8 months by the time you were
4 terminated, right?

5 A. Yeah, but I've been driving for 35 years, yes.

6 Q. Is this the first you're hearing about this training?
7 Did you know there was training?

8 A. As I said before, there was a man, I think Matt
9 Rutawski, who was the trainer and evaluator.

10 Q. Did you know he was training you? Did you understand
11 that's what he was doing?

12 A. No, I was told that he was going to go out for a ride
13 with me and he was going to evaluate if I could drive. And
14 when he came back, he told Mr. Laming I drove better than
15 most of the people in that yard.

16 Q. So that's not really training; that's evaluating?

17 A. I just did what they told me to do. I know that he had
18 other people that rode with them longer.

19 Q. So as you sit here today, it's your testimony for say --
20 Lou's gave you absolutely no compensation for going to
21 Pontiac?

22 A. They ended up not giving us compensation. Originally we
23 were told --

24 Q. At Flat Rock?

25 A. -- we would be. Yes, to go to Flat Rock. Originally we

1 were told we would.

2 Q. I'm not asking what you were told. I'm asking you as
3 you sit here today --

4 A. We never ended up getting any.

5 Q. -- from November till the time you were terminated, you
6 never received any compensation from Lou's for driving to
7 Flat Rock?

8 A. No, not from the end of November till I was fired, no.
9 It was a point of contention that was brought up.

10 Q. I understand it was a point of contention; that's not my
11 question.

12 And your day, then, as far as punching in, started in
13 Flat Rock, correct?

14 A. That's when we punched in. My day started --

15 Q. And the hours for which you --

16 A. -- in Pontiac when I picked up everybody.

17 Q. The hours for which you were paid started in Flat Rock,
18 correct?

19 A. They eventually turned out to be that way, yes.

20 Q. Well, they were never anything other than that, were
21 they?

22 A. That's not what we were promised, though. You're
23 talking --

24 Q. I'm asking --

25 A. You're playing semantics, though.

1 Q. I'm asking you --

2 A. That's what we were told.

3 Q. I'm not asking what was promised, Mr. Hershey.

4 A. That's what we were told.

5 Q. I'm asking what took place.

6 A. No. Two weeks after I got my first check and found out
7 what I was told was not true, yes, I did not receive what I
8 was told. We did not get paid to drive from Pontiac to Flat
9 Rock, but we were required to by Tony Allen because he wanted
10 his paperwork every night.

11 Q. Did you ever file any sort of lawsuit, anything with the
12 wage or hour division for that unpaid compensation that you
13 were promised?

14 A. Yep.

15 Q. And what happened with that?

16 A. They said there was --

17 Q. Who is "they"?

18 A. The wage division, I think it was.

19 Q. When did you file that?

20 A. The same time I filed my NLRB case.

21 Q. So after you were terminated?

22 A. Yes, after I was terminated.

23 Q. You didn't do anything about it --

24 A. Oh, no, I went and saw the Union, but they said that
25 there was nothing we could do. Same with my firing or the

1 prevailing wage, any of those issues. When you would go see
2 Mr. Myers, you would just get a "let me look into it," and
3 then if you would ask back, you wouldn't get a response --

4 Q. What happened with the Wage and Hour Division?

5 A. The Wage and Hour Division said -- I forget what it was.
6 Something about not enough information or something. I can't
7 remember.

8 Q. And you indicated that you carpooled with about four or
9 five other guys?

10 A. Yeah, it was five.

11 Q. You did most of the driving?

12 A. A good portion of the time, yeah, because I had a
13 minivan.

14 Q. What percentage of the time did you do the driving from
15 Pontiac to Flat Rock?

16 A. Well, if I was in my van, I would do it. Say --

17 Q. Give me a --

18 A. -- 80 percent of the time.

19 Q. Eighty percent of the time?

20 A. Sure. I mean, if I didn't want to drive in the morning,
21 I'd let somebody drive my van if I was tired.

22 Q. And some of the guys gave you money?

23 A. Yeah, a couple of guys would throw me a couple of bucks
24 here or there if they had the money.

25 Q. Did you ever report that money for tax purposes?

1 MR. NICK: Your Honor, objection.

2 THE WITNESS: No, I didn't.

3 MR. NICK: I don't know what the relevance of that is.

4 JUDGE SORG-GRAVES: I don't know the relevance either.

5 MS. COMITO: I'll withdraw that, Your Honor.

6 Q. BY MS. COMITO: Do you recall your testimony in November
7 of 2014 in the unfair labor practice hearing?

8 A. I can't say without it being in front of me, but I mean,
9 you know, I remember the trial.

10 Q. Do you recall testifying that you did not want to go
11 back to work for Lou's, you did not want to be reinstated?
12 Do you remember that testimony?

13 A. Sure.

14 Q. And that was in November of 2014, correct?

15 A. If that's when the trial was and that's when I
16 testified, I will concede to that. I don't remember the
17 exact date.

18 Q. Besides taxes, do you know what kind of deductions you
19 had from your paycheck at Lou's?

20 A. I had my 401(k), had union dues, uniforms.

21 Q. Do you recall how much was taken out for uniforms?

22 A. I think 26 bucks or something a month that we were
23 required to pay. We were required to buy a coat and, you
24 know, they just basically, here you go, and this is what you
25 got to pay if you want the job.

1 Q. That was taken out on a monthly basis?

2 A. Yeah, I think it was 26 bucks a month for uniforms. You
3 either picked, you know, the style pant you wanted, the style
4 shirt you wanted.

5 Q. What about union dues?

6 A. Yeah, paid union dues.

7 Q. How often?

8 A. It's a monthly occurrence.

9 Q. Every month?

10 A. Yes.

11 Q. Did it fluctuate based on what you made?

12 A. I don't recall.

13 Q. Was a uniform optional?

14 A. No, it was mandatory.

15 Q. Who was your supervisor at the Flat Rock facility?

16 A. If I was in Flat Rock, I would report to Sean Schmidt,
17 and when I worked out of Pontiac, I reported to Tony Allen
18 because I didn't work at Flat Rock all winter. You know,
19 there were times I would report to Pontiac to go haul snow at
20 night.

21 Q. Mr. Hershey, I'm going to hand you what's already been
22 marked and admitted as Respondent's Exhibit 7. Do you have a
23 copy up there by chance?

24 A. Is that the unemployment it looks like?

25 Q. Yes.

1 A. Let me find it. Yeah, I've got it right here.

2 Q. Got that?

3 A. Yes, ma'am.

4 Q. Can you turn to the fourth page of that document,
5 please?

6 A. Fourth page, yes, ma'am.

7 Q. Okay. About the middle of the page there where that
8 first rectangle is, is that your signature?

9 A. Michael P. Hershey, yes, ma'am.

10 Q. Okay, and it's dated, is that April 1st of 2013?

11 A. Yes, ma'am.

12 Q. Did you fill out the part above it? Is that your
13 handwriting, your written signature?

14 A. Yes, ma'am.

15 Q. Okay, and all the dates and things like that that were
16 filled in?

17 A. Yes, ma'am.

18 Q. And so you filled this out and signed it and filed it
19 with the State of Michigan on or about April 1st of 2013?

20 A. Yes, never collected benefits for that period, just
21 filled it out so I had a record.

22 Q. Were you being truthful and honest when you filled it
23 out?

24 A. Sure.

25 MS. COMITO: I have nothing further, Your Honor.

1 MR. NICK: Your Honor, I have a couple.

2 JUDGE SORG-GRAVES: Okay.

3 REDIRECT EXAMINATION

4 Q. BY MR. NICK: Mr. Hershey, do you still have the
5 unemployment thing that you filled out?

6 A. Yes, sir.

7 Q. Now, when you wrote, if you could go to the third page,
8 that first line, "I was hired out of Pontiac. They told me
9 that I had to do that rock job the day before it started at
10 3:00 p.m. They promised 11 hours a day after first biweekly
11 paycheck." What are you referring to when you say they
12 promised 11 hours a day?

13 A. Well, originally what we were pitched was you'd get 11
14 hours a day, you're only going to work 9, but I'm going to
15 pay you 11, so that would be enough to cover travel. It
16 wasn't going to be a spoken word, but we were supposed to get
17 11 hours on site, but we're only really going to work around
18 9, and then but we were billing 11. Like I say, after that,
19 you know, first week and first paycheck, that's not what
20 happened.

21 Q. Now, if you go down a couple lines from there, "I was
22 driving my own car 50 miles one way, no gas reimbursement as
23 originally promised." Is that the same promise, the 11 hours
24 a day for working 9, or is that a different promise?

25 A. No, it was the same one.

1 Q. It's the same one. Okay.

2 A. You know, we were considering the supplemental hours,
3 just kind of, oh, well, that would make up for running back
4 and forth.

5 Q. You said there were times while you were working on that
6 Flat Rock project that you actually did what, removed snow in
7 Pontiac? Was that correct?

8 A. Yeah, I would go into Pontiac and grab a truck that
9 wasn't mine and then go down to GM, it basically was at GM,
10 and move the snow around so they could empty out one lot, and
11 I did that with Captain Dan a couple times.

12 Q. Is removing snow at GM, is that part of work at Lou's,
13 or is that --

14 A. No, yeah, Lou's had a snow removal contract, and it was,
15 you know, that's where the contract was at.

16 Q. How many times would you say you did that?

17 A. I think I did it two or three.

18 Q. Okay. And who is Captain Dan?

19 A. Dan McClellan. He's just another one of the drivers.
20 He and I were the two doing it.

21 Q. Now, you were asked some questions about your testimony
22 at the underlying unfair labor practice hearing about
23 declining reinstatement?

24 A. Yes.

25 Q. At any time during your questioning, did someone from

1 Respondent make you an unconditional offer or reinstatement?

2 A. No, sir. I received that just recent -- well, August of
3 2016 is when I received it, but it was never mentioned during
4 the trial or after.

5 MR. NICK: I have no further questions, Your Honor.

6 JUDGE SORG-GRAVES: Ms. Comito.

7 RECROSS-EXAMINATION

8 Q. BY MS. COMITO: Mr. Hershey, at that prior hearing, you
9 were under oath, correct?

10 A. Yes, ma'am.

11 MS. COMITO: Nothing else, Your Honor.

12 MR. NICK: No questions.

13 THE WITNESS: Am I good, ma'am?

14 JUDGE SORG-GRAVES: Yes.

15 THE WITNESS: Thank you.

16 (Witness excused.)

17 MR. NICK: Your Honor, at this time General Counsel
18 rests.

19 JUDGE SORG-GRAVES: Mr. Wright?

20 MR. WRIGHT: Your Honor, we have one witness,
21 Dave Laming.

22 JUDGE SORG-GRAVES: Thank you.

23 (Whereupon,

24 DAVID LAMING

25 was called as a witness by and on behalf of the Respondent

1 and, after having been first duly sworn, was examined and
2 testified as follows:)

3 DIRECT EXAMINATION

4 Q. BY MR. WRIGHT: Could you state and spell your full name
5 for the record, please, sir?

6 A. David Laming, D-a-v-i-d L-a-m-i-n-g.

7 Q. And who are you currently employed by?

8 A. Lou's Transport.

9 Q. And how long have you been employed by Lou's Transport?

10 A. Twelve years.

11 Q. What are your current job responsibilities and duties at
12 Lou's?

13 A. General manager of operations, sales.

14 Q. I don't want to take much time, so I want to focus right
15 in on this, on the issue of whether Mr. Hershey reported to
16 Pontiac or to Flat Rock. We heard Mr. Hershey, you heard
17 Mr. Hershey testify that he punched in when he got to Flat
18 Rock. Is that your understanding?

19 A. Yes.

20 Q. And that he punched out for the day when he got back to
21 Flat Rock; was that your understanding?

22 A. Yes.

23 Q. Now, the time period the people working in Flat Rock
24 were paid, Mr. Hershey said that it was the time that it was,
25 that they were just on site, but if they punched in and out

1 at Flat Rock, they'd have also have had to been paid from
2 Flat Rock to the site and the site back to Flat Rock,
3 correct?

4 A. Yes.

5 Q. And that's your understanding of what happened, right?

6 A. Yes.

7 Q. And at least while Mr. Hershey was employed, the main
8 site from the Flat Rock to the site is about 15 minutes each
9 way?

10 A. Correct.

11 Q. Mr. Laming, I've handed you what has been marked as
12 Exhibit R-10. Can you take a moment and review this and tell
13 me if you've seen these documents before?

14 A. Yes, I have.

15 Q. What are these documents?

16 A. Well, the front page shows what Mr. Hershey got paid and
17 the dates he got paid, how many hours he got paid. And then
18 the corresponding pages behind it show what the customer got
19 charged for the time that Mr. Hershey worked on that jobsite.

20 Q. So for each of the days, January 21st, 22nd, 23rd, 24th,
21 and 25th, Mr. Hershey was paid for 9 hours a day; is that
22 right?

23 A. Yes.

24 Q. And the second page on January 21st, what does this
25 show?

1 A. It shows that we billed the customer 8½ hours, which
2 means we worked 8½ hours on the jobsite.

3 Q. And the rest of these pages are exactly the same for the
4 entire week?

5 A. Correct.

6 Q. Have you reviewed Mr. Hershey's payroll records for this
7 week?

8 A. The week that we're --

9 Q. The week that's referenced in R-10?

10 A. Yes.

11 Q. And do you recall whether he was paid for 40 hours of
12 regular time and 5 hours of overtime?

13 A. Yes, he was.

14 Q. And that's consistent with this record, correct?

15 A. Yes.

16 Q. We heard Mr. Hershey say there was absolutely no
17 compensation provided to him from traveling from Pontiac to
18 Flat Rock or back from Flat Rock to Pontiac, other than what
19 the guys who drove gave him, okay. Do you agree with that?

20 A. Yes.

21 Q. So Lou's gave him nothing for going from Pontiac to Flat
22 Rock; is that right?

23 A. Correct.

24 Q. From Lou's standpoint, was Mr. Hershey required to go to
25 Pontiac first?

1 A. No.

2 Q. So you'd agree with me that was a convenient place if
3 you wanted to carpool, correct?

4 A. Very convenient.

5 Q. Now, Mr. Hershey's employment was terminated roughly
6 March of 2013. And the back pay period runs from August of
7 2016. Okay. Are you with me?

8 A. Yes.

9 Q. Were there drivers, truck drivers that drove quads like
10 Mr. Hershey that reported to the Flat Rock facility every
11 single day you worked between March 27th of '13 and August of
12 2016?

13 A. Yes, that were employed by Lou's Transport, yes.

14 Q. Mr. Hershey talked a little bit about that he trained
15 somebody, and he talked about a trainer. At some point was
16 there an actual training policy put into place with -- at
17 Lou's?

18 A. Yes.

19 Q. All right, and who did that? Who put that policy into
20 place?

21 A. I did.

22 Q. And what did that policy entail?

23 A. What happened was is the guy he referred to, Matt
24 Rutawski, used to be a full-time trainer, and then we figured
25 out we needed more people to train than what one guy could

1 do, so we started offering training to more experienced
2 drivers, and we offered to give them more money to do
3 training.

4 Q. And so was Mr. Smith one of the people that trained?

5 A. Yes.

6 Q. And we saw that -- well, what was the general
7 compensation if you trained somebody?

8 A. Two dollars an hour.

9 Q. Now, you sat here all the time. You've heard that the
10 explanation for the increase in wages for Mr. Smith is
11 related to prevailing wage jobs.

12 A. Yes.

13 Q. Is that true?

14 A. No.

15 Q. Can you tell us why that's not true?

16 A. Well, first of all, I can't recall any prevailing wage
17 job we did in that time frame.

18 Q. Okay. Have you reviewed the 401(k) application for
19 Lou's, which is Exhibit R-13?

20 A. If I can find it.

21 MR. WRIGHT: Your Honor, may I just hand him my copy so
22 that he can --

23 Q. BY MR. WRIGHT: You've reviewed that before today; is
24 that right?

25 A. Yes.

1 Q. And would you agree that the Vanguard 500 Fund used in
2 the Compliance Spec is not one of the funds that can be
3 invested in by Lou's employees?

4 A. Correct.

5 MR. WRIGHT: May I have just one second, Your Honor?
6 (Pause.)

7 Q. BY MR. WRIGHT: Is there any reason for you to believe,
8 any reason whatsoever, that if Mr. Hershey stayed employed by
9 Respondent, that he would have ever went back and been
10 working at the Pontiac facility?

11 A. No.

12 MR. WRIGHT: Nothing further, Your Honor.

13 CROSS-EXAMINATION

14 Q. BY MR. NICK: Mr. Laming, with respect to the reporting
15 to Pontiac, Mr. Hershey reported to Tony Allen, not you; is
16 that correct?

17 A. Tony Allen was his dispatcher. I was his general
18 manager.

19 Q. And were you there every morning when he came there with
20 the other guys before they went to Flat Rock?

21 A. I did not see him, so I don't know if I was there or
22 not.

23 Q. Okay. And when they returned from Flat Rock and turned
24 in their sheets, they gave them to Tony Allen, correct?

25 A. I have no idea who they gave them to. We had a mail

1 runner that ran all of our mail between all of our divisions.
2 We have four different divisions. His only job was to pick
3 paperwork up from each division.

4 Q. Now, you testified about Matt Rutawski and you thought
5 other people would be required to train, so you got other
6 people to train, including Ronnie Smith, but isn't it a fact
7 that Mr. Rutawski was discharged?

8 A. Yes, he was fired.

9 Q. Okay, and so you don't have a permanent trainer any
10 longer; is that correct?

11 A. We have the drivers that train.

12 Q. And you testified that it was a \$2 bump in pay for
13 training, and Mr. Smith received a \$2 bump in pay for
14 training, but isn't it true that there are times received
15 more than \$2?

16 A. That I'm not aware of.

17 Q. You're not aware of. What would -- if he did receive
18 more than \$2 an hour as a bump in pay, what other things
19 could that be attributed to?

20 A. I'm not going to speculate because I'm not aware of it.

21 Q. Okay. Now, you testified that from the Flat Rock
22 jobsite to the office is about a 15-minute drive, but isn't
23 it true it's only about 3 miles?

24 A. Yeah, but you can't take -- that's not the truck route.
25 It is only 3 miles, but that's not an approved truck route.

1 Q. So how many miles is it through the approved truck
2 route?

3 A. I would guess probably somewhere around 7 to 10. I
4 don't know. But I know you can't take the approved truck
5 route because there's no trucks.

6 MR. NICK: Now, R-10 -- if I can see what I did with it.
7 One second.

8 Your Honor, could we go off the record for a second?

9 JUDGE SORG-GRAVES: Yes. We'll go off the record.

10 (Off the record from 3:21 p.m. to 3:25 p.m.)

11 Q. BY MR. NICK: Okay, on R-10, this document you have
12 here, where did you get that document from? Or where did
13 Respondent get that document from?

14 A. Well, the front page is a payroll record from my
15 payroll, or our HR department, and the backup pages, it's a
16 billing summary from our billing software in which we billed
17 the customer at.

18 Q. Is there any reason why Respondent is just providing
19 1 week as opposed to the entire period that --

20 A. I just pulled it out. I mean, I think I pulled another
21 person along with it. I don't know if he didn't submit it or
22 not, but I pulled somebody else besides Mr. Hershey so we
23 could show somebody else at the same time frame.

24 Q. And is this records you do, you have in the file for all
25 drivers at Lou's?

1 A. Well, sure.

2 Q. You didn't create this for this testimony?

3 A. No. No.

4 Q. Not that anything would necessarily be wrong with that.

5 I'm just asking that question.

6 A. No.

7 Q. Now, isn't it true though that you told people who were
8 driving from Pontiac to Flat Rock that they would be
9 compensated in some way for their mileage?

10 A. No. What was told to them in the 11 hours that he keeps
11 referring to, when we bid the job and took the job on, we
12 were told it was going to go 11 hours a day, and when the job
13 actually started, they chose not to run the job 11 hours a
14 day; they ran the job 8½ hours a day. That's where the 11
15 hours he's referring to comes in at.

16 Q. So you said, well, we're not going to compensate you for
17 your travel, but you guys are going to be working 11 hours,
18 so that'll make up for it?

19 A. That, and the fact was is the time of year that it was
20 coming into, we slow down in the wintertime. This job was
21 going to run all winter, so we went to guys and we asked
22 them, hey, this is a job that's going to work 11 hours a day,
23 it's going to work all winter; if you're interested, here it
24 is.

25 Q. And Mr. Hershey volunteered for that job?

1 A. Yes.

2 Q. Okay. Now, isn't it true that you testified that there
3 were -- the drivers up until recently, if not just today,
4 that are still going to the Flat Rock jobsite, but aren't
5 those drivers from the Flat Rock facility or Flat Rock office
6 based out of Flat Rock, Michigan?

7 A. Not right now there's not.

8 Q. There's not anybody?

9 A. There was recently, though, and there was recently
10 drivers that were still driving from the north to go to Flat
11 Rock.

12 Q. From where to Flat Rock?

13 A. From the north. From, you know, farther north. There
14 are, currently as of today's date, are no drivers of Lou's in
15 the Flat Rock yard as of today's date.

16 Q. Do you have any documentation that shows when that job
17 ended in Flat Rock?

18 A. I'm sure I do. It'd be in the billing software.

19 Q. I mean, as you sit here today, is there any --

20 A. I didn't bring anything with me.

21 MR. NICK: Okay. No further questions, Your Honor.

22 MR. WRIGHT: Just a couple.

23 REDIRECT EXAMINATION

24 Q. BY MR. WRIGHT: You fired your trainer at some point
25 that Mr. Hershey is talking about, correct?

1 A. Yes.

2 Q. So you had to start having drivers train people,
3 correct?

4 A. Yes.

5 Q. You mentioned a mail runner. Can you explain that to
6 me? I didn't -- you used the term "mail runner."

7 A. All of our billing in our central offices are located in
8 Pontiac. We have yards in Oxford, Milford, and Flat Rock
9 that drivers drive out of that create driver log sheets and
10 paperwork every day, and that paperwork must come back to our
11 main office so we can bill it out and bill our customers and
12 then take the driver log sheets and log those in and turn
13 those into HR so the drivers get paid. And that's the mail
14 runner's job to do that.

15 Q. So if Mr. Hershey wanted to just not go to Pontiac, he
16 could have just dropped that paperwork off in Flat Rock, and
17 it would have gotten to Pontiac every day?

18 A. Correct.

19 MR. WRIGHT: Your Honor, I didn't move for the admission
20 of R-10, so I'll do that at this point.

21 MR. NICK: No objection.

22 JUDGE SORG-GRAVES: Okay, R-10 is admitted.
23 (Respondent's Exhibit 10 received in evidence.)

24 Q. BY MR. WRIGHT: In the last 3 years, Lou's has had more
25 than one job that runs out of the Flat Rock facility; is that

1 right?

2 A. Yes.

3 Q. And I just want to make sure I'm clear, you've said it
4 before, there's no reason to believe that Mr. Hershey
5 wouldn't have continued to work out of Flat Rock from when he
6 left until the back pay period ended in August of 2016; is
7 that right?

8 A. Correct, it'd be speculation.

9 Q. And it was after August of 2016 that we stopped putting
10 drivers in at the Flat Rock facility; is that right?

11 A. Correct.

12 MR. WRIGHT: That's all I have, Your Honor.

13 JUDGE SORG-GRAVES: Mr. Nick, anything?

14 MR. NICK: One second, Your Honor.

15 No further questions, Your Honor.

16 MR. WRIGHT: Respondents rest, Your Honor.

17 (Witness excused.)

18 JUDGE SORG-GRAVES: Anything further, Mr. Nick?

19 MR. NICK: Yes, Your Honor. I'd like to call

20 Mr. Hershey back for a quick rebuttal.

21 JUDGE SORG-GRAVES: Okay.

22 (Whereupon,

23 MICHAEL HERSHEY

24 was recalled as a witness by and on behalf of the General

25 Counsel and, having been previously duly sworn, was examined

1 and testified as follows:)

2 DIRECT EXAMINATION

3 Q. BY MR. NICK: Now, while you were employed by
4 Respondents, did Respondent ever have prevailing wage jobs
5 available?

6 A. Yes. Yes.

7 Q. Where at?

8 A. We worked at U of M. We worked at Belleville High
9 School. We worked on 275 and 94. I worked at a
10 contamination site by the Ann Arbor bus garage that had to be
11 taken out and had special routing and stuff. I was under the
12 impression from contractors that they were prevailing wage
13 jobs, and I know this because my father-in-law is a
14 contractor too, and that's how I got the job was, you know,
15 hey, these guys need help, you know. And he'd, hey, did you
16 get prevailing wage? No. Well, you got shit. So that's how
17 I knew those were prevailing wage jobs.

18 Q. But you were not actually ever paid prevailing wage?

19 A. No. No, no, no. I know there's been contention within
20 the company about it, but I don't know where it went from
21 there.

22 Q. Excuse me. You testified you had a, what, a contention
23 with the company about it?

24 A. There were a lot of guys who had problems with them over
25 issues of pay, you know, past, present, future, I don't know.

1 Q. Were there any over prevailing wages?

2 A. There were a couple people that were a little upset
3 that --

4 Q. Did you ever have any conversations with anyone from
5 Respondent regarding --

6 A. I brought it up to the Union one time.

7 Q. Okay.

8 A. And they, you know, Tony Allen said no, you know, you
9 don't get prevailing wage.

10 Q. Tony Allen told you?

11 A. Yeah. He was the one I dealt with on a day-to-day basis
12 because he was my dispatcher.

13 Q. Now, Mr. Laming testified that it was convenient to meet
14 in Pontiac for the guys before they went down to Flat Rock.
15 Was it convenient for you?

16 A. No, not at all.

17 Q. Why not?

18 A. That took me out of my way. I mean, the Flat Rock job,
19 the yard is off of Telegraph. Now, I live, at the time I was
20 living off of Joslyn Road, so I would have to cross 75. It
21 would be easier for me to hop on 75 and, you know, just jog
22 my way down that way versus going into Pontiac, picking
23 everybody up, and then, you know, proceeding from there. But
24 I was told by Tony he wanted us to do that, wanted us to hand
25 in our paperwork; that's what I did.

1 Q. Tony Allen?

2 A. Yeah.

3 Q. Now, there was some testimony about mail runners. Were
4 you ever told to use a mail runner instead of running these
5 job tickets back up to Pontiac?

6 A. Nope. Tony just told us he wanted us to drop off our
7 job tickets every night, so that's what we did. You know, I
8 just did what Tony wanted us to do. You know, he would call
9 us, you know, David told us Shawn, who was the Flat Rock
10 boss, if he had a problem you talk to him. But Tony would
11 call every day to know what was going on with his drivers as
12 he said.

13 Q. Now, Mr. Laming testified that you would have worked in
14 Flat Rock for the entire back pay period. Now, were you ever
15 told how long you'd be staying on that job at Flat Rock?

16 A. I was told winter; by April we'd be out.

17 Q. Who told you that?

18 A. Tony said it was -- even Dave. When the initial
19 hypothesis of are we going to do this if it goes down was
20 this is just a seasonal gig for the winter. Because we all
21 in the industry can go to Flat -- there's three gravel pits
22 down there, so, you know, you can go down and get product
23 there, but a consistent everyday job, no, that was never, I
24 was never assigned to work out of Flat Rock, stay in Flat
25 Rock, no. That wasn't the -- it was a temporary gig.

1 MR. NICK: No further questions, Your Honor.

2 MR. WRIGHT: I have very few since it's rebuttal to
3 Mr. Laming.

4 CROSS-EXAMINATION

5 Q. BY MR. WRIGHT: You said Lou's had prevailing wage jobs,
6 U of M, the highway 275 and 94, right?

7 A. Uh-huh.

8 Q. And I wasn't clear, did you work on those jobs?

9 A. Yeah.

10 Q. Okay. But you didn't get paid prevailing wage, right?

11 A. No, and I went to the Union about it.

12 Q. And the Union said you don't get prevailing wage, right?

13 A. The Union said they would look into it. I never got a
14 complete answer from the Union. You could call them back,
15 and they'd say they're looking into it.

16 Q. And I think you said there was an issue with respect to
17 that, right?

18 A. There were some guys who were a little upset. It was a
19 couple T.K. guys that billed \$5 a ton but were getting paid
20 on 4. There were guys that were on prevailing wage jobs.
21 There was a lot of rumor just amongst the guys that, you
22 know, we should be getting our prevailing wage and we're not.

23 Q. Well, because some guys were getting prevailing wage and
24 some weren't, right?

25 A. I couldn't confirm whether they were or weren't. I

1 never saw anybody's paycheck.

2 Q. Did you understand the prevailing wage law and the
3 reason the Union told you that applied to operators who spent
4 most of their time on site as opposed to drivers who didn't?
5 Did anybody ever explain that to you?

6 A. My father-in-law explained it to me because he's a GC
7 and he does the prevailing wage, and he said if you're on a
8 prevailing wage job, and you spend your whole time there, you
9 are paid the prevailing wage, regardless if you go off site
10 to dump because it's understood with the work that we do that
11 you are not always on site; you're not able to dispose of the
12 product that you picked up on site. It has to be taken away.

13 Q. All right, with all due respect to your uncle, I'm not
14 sure that he gets it, but let me ask it this way, let me try
15 it this way: You were never paid prevailing wage by Lou's;
16 is that correct?

17 A. Correct, even when I asked for it.

18 Q. And you do not know with respect to the discussion we
19 had earlier about Mr. Smith's \$2 increase, you don't know
20 that that was because of a prevailing wage job, correct?

21 A. Correct, I don't know.

22 Q. Okay.

23 A. I don't know that he was a trainer either, so I couldn't
24 speculate on any of it.

25 Q. My point is, you have no evidence or information to

1 dispute Mr. Laming's testimony that he was paid that for
2 training, correct?

3 A. Correct, I don't know if he was a trainer or not.

4 Q. Let me make sure I'm clear; at some point you moved from
5 Lake Orion to Clarkston, right?

6 A. Uh-huh.

7 Q. Before you moved, your Lake Orion home was only 4.6
8 miles from the Pontiac facility, correct?

9 A. Okay. Sounds good.

10 Q. I'm asking you.

11 A. Yeah, sounds about right. I think it's 4.7, but yeah,
12 if you want.

13 Q. And it's -- so that we're clear because the Judge is
14 from Indianapolis, you were north of ASI's facility, and Flat
15 Rock is south of ASI's facility, correct?

16 A. Correct.

17 Q. And when you moved to Clarkston, again, Clarkston is
18 north of ASI's facility, and Flat Rock is south of ASI's
19 facility, correct?

20 A. It's south, or it's west. It's not really a direct
21 north; it's a west-ish, but yes, Clarkston is, I am 10
22 minutes from my old house, the normal secondary roads.

23 Q. So roughly, you moved from being 8 -- or being 4.6 miles
24 north of the Lou's facility when you then had, with Flat Rock
25 being south of that, you moved to Clarkston which was 8.1

1 roughly, a little north and west, again, that you have to
2 come through in order to go to Flat Rock, which is south of
3 Lou's facility, correct?

4 A. No. You see, you're playing a game, sir. Because why
5 would I cross I-75 to go to Flat Rock and go into Pontiac
6 secondary roads unless I was told to? I would be better off
7 to hop on the highway to go to Flat Rock instead of going
8 those 4.7 miles out of the way to pick people up and then
9 proceed down to Flat Rock, because I was right next to the
10 highway. Yes, Flat Rock is south on Telegraph, of Lou's, but
11 for me I had to go out of my way to pick everybody up.

12 MR. WRIGHT: Your Honor, I don't have copies of this
13 next document, and Mr. Nick maybe, because we stipulated to
14 them, but I now need to show the witness. I was going to
15 show Mr. Nick first.

16 That's the map. Are you okay with it?

17 MR. NICK: Yeah.

18 MR. WRIGHT: Here, before I show the witness, Your
19 Honor.

20 (Respondent's Exhibit 14 marked for identification.)

21 Q. BY MR. WRIGHT: Mr. Hershey, I'm handing you what we'll
22 mark for identification as R-14, I think is the next number
23 in order.

24 A. Uh-huh.

25 Q. Okay. Mr. Nick, I think, actually provided that.

1 That's a map from your home to the ASI facility?

2 A. Correct.

3 Q. Correct?

4 A. Correct.

5 Q. Okay. And it's 4.6 --

6 JUDGE SORG-GRAVES: Mr. Wright, you keep saying ASI. Is
7 it Lou's?

8 MR. WRIGHT: I'm sorry, Lou's. I meant Lou's. I'm
9 sorry.

10 THE WITNESS: He owns ASI, Lou's, and they're all in one
11 facility.

12 JUDGE SORG-GRAVES: Okay, just so I make sure that
13 there's not another facility that I'm confused about.

14 MR. WRIGHT: No, there's not. She's corrected me, too.
15 I've just been trying a few cases with ASI and had that.

16 JUDGE SORG-GRAVES: Okay.

17 MR. WRIGHT: Lou's facility.

18 Q. BY MR. WRIGHT: So it's 4.6 miles from your home to
19 Lou's facility, correct?

20 A. Okay.

21 Q. And that, I just want to be clear, that's what you're
22 saying is inconvenient to meet there before traveling the 50
23 something miles to Flat Rock; is that right?

24 A. Yes. If you notice on the map, sir, there's I-75 there.
25 Telegraph, Baldwin, they're all considered secondary roads,

1 correct? Correct?

2 Q. I'm not sure I -- I'm not sure on how it works that you
3 get to ask me questions.

4 A. Well, I mean you're telling me --

5 Q. I'm just asking questions.

6 A. -- that to go south past the highway to pick people up
7 to continue in a south opposite direction. Where is Highwood
8 from Telegraph?

9 Q. Sir, all I'm asking you is you're saying this 4.6
10 miles --

11 A. It is --

12 Q. -- was inconvenient?

13 A. It was inconvenient because I pass the highway. I could
14 have taken the highway to the jobsite instead of going into
15 Pontiac to pick people up and having to take secondary roads
16 is all I'm saying.

17 MR. WRIGHT: Okay. That's all I have.

18 MR. NICK: No further questions, Your Honor.

19 THE WITNESS: Are we good?

20 JUDGE SORG-GRAVES: I'm sorry. Just one second.

21 THE WITNESS: No problem.

22 JUDGE SORG-GRAVES: Mr. Wright, are you offering R-14?

23 MR. WRIGHT: Yes, Your Honor, I guess I will offer it.

24 And we stipulated to all the mileages already. We had all of
25 these prepared, but since I asked him this one for record

1 purposes, I will move for its admission.

2 MR. NICK: I have no objection.

3 JUDGE SORG-GRAVES: Okay, I think --

4 MR. WRIGHT: I'll have to make copies.

5 JUDGE SORG-GRAVES: Okay, can I look at it again?

6 I want to make sure --

7 THE WITNESS: You're understanding it?

8 JUDGE SORG-GRAVES: Yes. Whether I need to ask him some
9 questions so I understand.

10 THE WITNESS: Here's what I'm talking about.

11 JUDGE SORG-GRAVES: Okay, you take it --

12 THE WITNESS: This is I-75. This is our major freeway.
13 This is all secondary roads.

14 JUDGE SORG-GRAVES: Okay, I see.

15 And you're not going to be on the record.

16 THE WITNESS: Yeah.

17 JUDGE SORG-GRAVES: Okay.

18 MR. WRIGHT: I can ask him --

19 THE WITNESS: So what I would have to do is I would have
20 to go down here --

21 JUDGE SORG-GRAVES: Wait, just let me ask you a
22 question.

23 THE WITNESS: Okay.

24 JUDGE SORG-GRAVES: This here Gemini Drive --

25 THE WITNESS: Gemini.

1 JUDGE SORG-GRAVES: -- would that have been your --
2 Gemini Drive --

3 THE WITNESS: Yes, ma'am.

4 JUDGE SORG-GRAVES: -- your address?

5 THE WITNESS: Yes, ma'am.

6 JUDGE SORG-GRAVES: Okay. And so then these are two
7 different routes that you could take --

8 THE WITNESS: Yes, ma'am.

9 JUDGE SORG-GRAVES: -- to get to the Pontiac facility?

10 THE WITNESS: Yes, I always took Joslyn; that was the
11 closest.

12 JUDGE SORG-GRAVES: I'm sorry. Is that right? The
13 Lou's facility in Pontiac?

14 THE WITNESS: To get to it, yes. Yes.

15 JUDGE SORG-GRAVES: And that's this East Highwood?

16 THE WITNESS: Yes, ma'am.

17 JUDGE SORG-GRAVES: And either of those two routes would
18 have taken you over I-75?

19 THE WITNESS: Yes. And that is my contention when he
20 asked me --

21 JUDGE SORG-GRAVES: Okay, I understand that.

22 THE WITNESS: Okay.

23 JUDGE SORG-GRAVES: I'm just trying to make sure I read
24 this one.

25 THE WITNESS: Yeah, see, I would have to come into the

1 city here, then travel from there out.

2 JUDGE SORG-GRAVES: Okay. Okay. Thank you.

3 If you want to make copies of that.

4 (Respondent's Exhibit 14 received in evidence.)

5 MR. WRIGHT: We will.

6 JUDGE SORG-GRAVES: Okay, I'm sorry. Did I stir up any
7 questions, Mr. Nick?

8 MR. NICK: No.

9 JUDGE SORG-GRAVES: Mr. Wright?

10 MR. WRIGHT: No, Your Honor.

11 THE WITNESS: Am I good?

12 JUDGE SORG-GRAVES: Yes, you're finished.

13 THE WITNESS: Thank you.

14 (Witness excused.)

15 MR. NICK: GC rests, Your Honor.

16 JUDGE SORG-GRAVES: Okay. And it was a fairly quick
17 hearing. Obviously I want much opportunity for parties to
18 have some time to think about whether they wanted to settle
19 the case, you know, prior to some sort of decision being
20 issued in that. But you do have the right and opportunity to
21 do that up through and even after I issue a decision in the
22 case. If some settlement is reached by the parties, you
23 know, please let me know and we'll deal with it. And even
24 after I issue the case, you know, there's obviously appeal
25 rights, and even if those are taken, there's still the

1 opportunity of settlement. Pretty much in the Board
2 proceedings, you can pretty much decide to settle anywhere
3 along the line.

4 I'd ask counsels at this point, is there any reason that
5 we should take a few minutes before I close the record to
6 discuss settlement?

7 MR. NICK: I don't believe so, Your Honor.

8 MR. WRIGHT: Your Honor, I don't believe so, but I do --
9 there is one other issue I wanted to address with you before
10 we close the record.

11 JUDGE SORG-GRAVES: Okay.

12 MR. WRIGHT: That is, it seems to me that there are
13 certain issues, how do you calculate the interim mileage, you
14 know, how do you calculate overtime, is it quarterly or
15 weekly. It would seem to me that, and I don't want to almost
16 say bifurcate damages, because we've tried everything, but we
17 could calculate the exact number if we knew your issues on
18 those things. I'm not sure anyone has a chart out here right
19 now that is going to be the definitive chart of how to
20 calculate the back pay damages. Theirs makes certain
21 assumptions, ours make other assumptions. You may be
22 somewhere in the middle. So one of my suggestions would be
23 to, you know, tell us how you believe these should be
24 calculated and give us some time to work together because I
25 don't believe there'll be any dispute -- we don't dispute any

1 of the facts; we dispute the methodology. And once you tell
2 us a methodology, then we'd be able to actually come up with
3 what the number is as opposed to you trying to calculate it
4 based on some of my assumptions and some of his, because I
5 don't believe necessarily any of the spreadsheets will be
6 correct.

7 So, for example, if you determined a back pay had to be
8 determined, or overtime back pay had to be quarterly like
9 everything else, they do not have a spreadsheet that does
10 that; I do. But you may then rule against me on another
11 issue that throws my spreadsheet out of existence. I think
12 it's quickly, because it's all electronic, if we were to get,
13 this is what I believe; these are the rulings I'm making; you
14 should calculate it this way; you have 2 weeks to give me the
15 number, I just think that would be helpful because I'm not
16 sure how you'd be able to, unless you decide all for one
17 party or all the other, you'd be able to make that
18 determination.

19 JUDGE SORG-GRAVES: I understand your statement, but I
20 think that, you know, in the confines of the evidence that I
21 have, I'll have to work with that. You know, if upon my
22 determination -- I mean there's certain things that I know
23 right now I am definitely not considering from one side or
24 the other, but I think the most prominent issue in this case
25 is the issue of, you know, where was he reporting to work,

1 and I have to make a determination on that issue, which I
2 think will make the biggest difference in the back pay
3 calculation. I'm going to have to take some time to consider
4 that. I don't know if the parties will have anything that
5 will approximate this situation in the case law that we can
6 look at, because what it comes down to, if I believe one
7 witness, then I have an issue of, well, was the Department of
8 Labor laws taken into effect, and whether they were or not,
9 should I, should I -- I don't know, somehow reward failure to
10 follow the Department of Labor laws. And then if I believe a
11 different witness, then that issue doesn't exist at all. So
12 I have to come to that credibility resolution, for one; and
13 then I have to decide what I'm going to do with it, for two.

14 So I don't know, you know, that seems to me to be the
15 biggest issue, although there are several other smaller
16 issues. It seems to me if I decide that one way, that answer
17 is zero, and if I decide it the other way, it appears to be
18 calculated the way General Counsel has calculated. So I
19 think that I'll manage one way or the other hopefully. And
20 if I don't, then unfortunately that's why there's an appeal
21 process.

22 Okay. Mr. Nick, does that make sense to you?

23 MR. NICK: That makes perfect sense to me, Your Honor.

24 JUDGE SORG-GRAVES: And I guess if you think I get the
25 numbers wrong and you all -- that's this idea of with the

1 Board you can settle pretty much anywhere along the way. If
2 you think my decision is leading in one direction, but I got
3 the numbers wrong, then I highly, highly suggest the parties
4 get together and try to work that out instead of making more
5 litigation over my inability to do a spreadsheet well. Okay?

6 MR. WRIGHT: Fair enough.

7 JUDGE SORG-GRAVES: Okay. Mr. Nick, do you have any
8 other comments?

9 MR. NICK: I do not, Your Honor.

10 JUDGE SORG-GRAVES: Okay. Generally --
11 Let's go off the record.

12 (Off the record from 3:47 p.m. to 3:50 p.m.)

13 JUDGE SORG-GRAVES: Let's go back on the record.

14 Okay, off the record, counsel for both parties have
15 indicated that they would like to file briefs in this matter,
16 and the typical 35-day briefing period will be granted. That
17 makes briefs due on October 23rd. And if you look at the
18 Rules and Regulations concerning filing briefs, it's
19 preferred that you file them electronically and that that
20 needs to be done by the close of the day, by midnight. Okay.
21 But please, look at the Rules and Regulations and follow all
22 the requirements. They should be filed in the Washington,
23 D.C. Office Division of Judges. And any requests for
24 extension of time to file such a brief needs to be addressed
25 to Chief Judge Giannasi at the Division of Judges.

1 Is there anything further I should consider, Mr. Nick?

2 MR. NICK: Your Honor, I still need to get the notice of
3 appearance forms. I think the court reporter was requiring
4 them, so I will get those.

5 JUDGE SORG-GRAVES: Okay, so before --

6 COURT REPORTER: I'm okay if -- I'm sorry.

7 JUDGE SORG-GRAVES: Oh, I'm sorry.

8 COURT REPORTER: I have everything on your -- I have the
9 cards from Mr. Wright's office, and I know yours; that's
10 basically what I just needed.

11 MR. NICK: Okay.

12 COURT REPORTER: I'm okay.

13 MR. NICK: Okay.

14 COURT REPORTER: Unless the Court needs them.

15 MR. NICK: If the court reporter is okay, we're okay.

16 JUDGE SORG-GRAVES: Okay, I'm fine with it as long as
17 it's on the record. You have everything that you need to
18 complete the record?

19 COURT REPORTER: Yes.

20 JUDGE SORG-GRAVES: Okay. And you have Ms. Comito's --

21 COURT REPORTER: I have her card, yes.

22 JUDGE SORG-GRAVES: Her information as well? Okay.
23 Thank you.

24 MR. WRIGHT: And, Your Honor, I just owe everyone a copy
25 of R-14, which maybe I'll just ask Mr. Nick if he would make

1 them now and we'll have them --

2 MR. NICK: I'll make a copy of those, the R-14.

3 JUDGE SORG-GRAVES: Okay.

4 MR. WRIGHT: All right.

5 COURT REPORTER: I do need another whole set of --

6 MR. NICK: Yeah, I'm going to give those from the
7 witness stand.

8 JUDGE SORG-GRAVES: Okay. So all the records are in,
9 and everybody has moved everything that they intend to move.

10 Okay, let's go ahead and close the record. Thank you.
11 (Whereupon, at 3:52 p.m., the hearing in the above-entitled
12 matter was closed.)

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1 CERTIFICATION

2 This is to certify that the attached proceedings before
3 the National Labor Relations Board (NLRB), Region 7, in the
4 matter of LOU'S TRANSPORT, INC., and T.K.M.S., INC., Case No.
5 07-CA-102517, at Detroit, Michigan, on Monday, September 18,
6 2017, was held according to the record, and that this is the
7 original, complete, and true and accurate transcript that has
8 been compared to the recording, at the hearing, that the
9 exhibits are complete and no exhibits received in evidence or
10 in the rejected exhibit files are missing.

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16 Amy Shankleton-Novess

17 Official Reporter
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